

**CUDAHY CITY COUNCIL (Regular Meeting)**  
**and**  
**CITY OF CUDAHY AS SUCCESSOR AGENCY TO THE CUDAHY DEVELOPMENT**  
**COMMISSION (Special Meeting)**  
**A Joint Meeting to be held in the City Council Chambers**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday, June 3, 2014 – 6:30 P.M.**

**1. CALL TO ORDER**

**2. ROLL CALL**

Council/Agency Member Guerrero  
Council/Agency Member Oliva  
Council/Agency Member Sanchez  
Vice Mayor/Vice Chair Markovich  
Mayor/Chair Garcia

**3. PLEDGE OF ALLEGIANCE**

**4. INVOCATION**

**5. PRESENTATIONS**

- Proclamation to Sharon Sweet, Elizabeth Learning Center Principal (**Garcia**)
- Proclamation to Sergeant Valencia in appreciation of his service to the City of Cudahy (**Sanchez**)
- Presentation on Grant Writing Services by Paul Solano (**City Manager**)

**6. PUBLIC COMMENT**

Mayor: This is the time set aside for citizens to address the City Council on matters relating to City Business. Anyone wishing to speak, please fill out the form located at the Council Chambers entrance and submit it to the City Clerk when approaching the podium. Each person will be allowed to speak only once and will be limited to three (3) minutes. When addressing the Council please speak into the microphone and voluntarily state your name and address. The proceedings for this meeting are recorded on an audio cd.

**7. CITY COUNCIL COMMENTS**

This is the time for the City Council to comment on any topics related to "City business," including announcements, reflections on city/ regional events, response to public comments, suggested discussion topics for future council meetings, general concerns about particular city matters, questions to the staff, and directives to the staff (subject to approval/ consent of the City Council majority members present, regarding staff directives). Each Councilmember will be allowed to speak for a period not to exceed three (3) minutes. Notwithstanding the foregoing, the City Council members shall not use this comment period for serial discussions or debate between members on City business matters not properly agendaized. The City Attorney shall be responsible for regulating this aspect of the proceeding.

**8. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES**

Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.

**Recommendation: Approve the waiver of full reading of Resolutions and Ordinances**

## 9. PUBLIC HEARINGS

- A. A public hearing to consider introduction by first reading of Zoning Ordinance No. 634, AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING ZONE TEXT AMENDMENT 14-01 TO ADD NEW DEFINITIONS TO SUBSECTION 20.08.10 ADDING "EMERGENCY SHELTERS" AND "TRANSITIONAL AND SUPPORTIVE HOUSING," MODIFYING CMC SUBSECTION 20.64.040 TO ADD "TRANSITIONAL AND SUPPORTIVE HOUSING," AND MODIFYING CMC SUBSECTION 20.68.080 TO ADD "EMERGENCY SHELTERS." (COUNCIL)  
**(Community Development)**  
**Recommendation: Approve introduction of Zoning Ordinance No. 634. (First Reading)**
- B. A public hearing approving Development Review Permit (DRP) No. 41.499, proposing to improve the façade of two existing buildings and canopy, remodel of an existing convenience store and conversion of existing Auto Repair Shop to retail type use. The project is located in the neighborhood commercial zone at 5001 Clara Street. (COUNCIL)  
**(Community Development)**  
**Recommendation: Approve applicant's request for DRP No. 41.499.**
- C. A public hearing to consider Resolution No. 2014-XX, A RESOLUTION LEVYING FEES FOR THE HANDLING OF SOLID WASTE AND RECYCLE MATERIALS AGAINST RESIDENTIAL PROPERTIES WITHIN THE CITY. (COUNCIL)  
**(Finance Department)**  
**Recommendation: Approve the Resolution.**

## 10. CONSENT CALENDAR

Items under the Consent Calendar are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council/Agency Member so requests, in which event the item will be removed from the Consent Calendar and considered separately.

**Consent Calendar Recommendation: Approve Items 10A through 10B on the Consent Calendar.**

- A. Consideration to receive and file the request from Consolidated Disposal Services, LLC, to increase the solid waste fee for commercial customers only. (COUNCIL)  
**(Finance Department)**  
**Recommendation: Receive and file the request.**
- B. A request to approve the Minutes for the City Council/City Council as Successor Agency to the Cudahy Development Commission Regular/Special Joint Meeting of May 20, 2014. (COUNCIL/AGENCY)  
**(City Clerk's Office)**  
**Recommendation: Waive reading of the minutes, approve as submitted, and order filed.**

**11. BUSINESS SESSION**

- A. Amendment No. 1 to Community Development Block Grant Contract with Dapeer, Rosenblit, Litvik, LLP. (COUNCIL)**  
**(Community Development)**  
**Recommendation: Authorize the City Manager to execute Amendment No 1. to the contract with Dapeer, Rosenblit, Litvak, LLP, in an amount not to exceed \$50,000.**
- B. Consideration to approve an agreement between City of Cudahy and Keenan and Associates for Risk Management Consultant Services. (COUNCIL)**  
**(City Manager)**  
**Recommendation: Approve and enter into the agreement.**
- C. Consideration to approve an agreement between the City of Cudahy and City Clerk Management Services, Inc. for Interim Deputy City Clerk services.(COUNCIL)**  
**(City Manager)**  
**Recommendation: Approve the agreement.**
- D. Consideration of City of Cudahy co-sponsorship with Mayte Prida Foundation for a community event called Walk of Hope, in accordance with Resolution No. 14-10. (COUNCIL)**  
**(Community Development)**  
**Recommendation: Receive report and provide direction.**

**12. COUNCIL BUSINESS**

- A. Consideration of A RESOLUTION AUTHORIZING THE CITY MANAGER TO PROMOTE THE AVAILABILITY OF FUNDS FOR COMMUNITY GROUP FITNESS CLASSES TO BENEFIT CITY RESIDENTS (COUNCIL)**  
**(Oliva)**  
**Recommendation: Approve the Resolution.**
- B. Discussion item on "grant writing opportunities."**  
**(Guerrero)**  
**Recommendation: Receive report and provide direction.**
- C. Discussion item on Council approved fundraiser deposits.**  
**(Oliva)**  
**Recommendation: Receive report and provide direction.**
- D. Discussion item on loud noise Ordinance.**  
**(Guerrero & Oliva)**  
**Recommendation: Receive report and provide direction.**

**12. BUSINESS SESSION (continued)**

- E. Consideration of RESOLUTION NO. 14-03, A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO MODIFY CERTAIN PARKING CITATION PRACTICES AND RELATED FEES ASSESSED BY THE CITY'S MUNICIPAL OFFICERS AND/OR CODE ENFORCEMENT OFFICERS (COUNCIL)  
**(Guerrero)**  
**Recommendation: Receive report and provide direction.**
  
- F. Draft Resolutions in support of Senator Lara's Health4All Bill.  
**(Garcia)**  
**Recommendation: Receive report and provide direction.**

**12. CLOSED SESSION**

- A. Closed Session pursuant to Government Code Section 54956.9(d) (2) and 54956.9(e) (1) - Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) Matter] - This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.
  
- B. Closed Session pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator  
**Location of Property: 4840 Clara Street, APN 6226 025 004**  
**City's Negotiator(s): Acting City Manager and City Attorney Isabel Birrueta**  
**Party Negotiating With: Emiglia and Chiara Gigliotti**  
**Under Discussion: Discussion of both price and terms of payment as relates to purchase of subject property**
  
- C. Closed Session Pursuant to Government Code Section 54957 to Consider Public Employee Employment and Appointment  
**Title of Position Under Consideration: Interim City Manager**
  
- D. Closed Session Pursuant to Government Code Section 54957.6 (a) – Conference with Labor Negotiator regarding Unrepresented Employee  
**Agency designated representative: Assistant City Attorney Isabel Birrueta**  
**Title of Position Subject to Negotiation: Interim City Manager**

**13. ADJOURNMENT**

All public meetings conducted by the City of Cudahy are held in sites accessible to persons with disabilities. Requests for accommodations may be made by calling the Office of the City Clerk at least 72 hours in advance of the meeting. SB343 Note: Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at the Reception Counter at City Hall located at 5220 Santa Ana Street, Cudahy, CA. 90201. THIS AGENDA POSTED ACCORDING TO GOVERNMENT CODE REQUIREMENTS OF THE STATE OF CALIFORNIA BY THE INTERIM CITY CLERK OF THE CITY OF CUDAHY: CARRIE A. GALLAGHER.



9 A

# AGENDA REPORT

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MEETING DATE: June 3, 2014

TO: Honorable Mayor & City Council Members

FROM: Michael Allen, Acting Community Development Director

TITLE: **First Reading of Zoning Ordinance No. 634, Amending Cudahy Municipal Code Section 20 (Zoning); Emergency Shelters & Transitional and Supportive Housing.**

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## RECOMMENDATION:

Staff and Planning Commission are recommending approval of Zoning Ordinance No. 634, amending Cudahy Municipal Code Section 20 (Zoning), to add new definitions to subsection 20.08.010 adding "Emergency Shelters" and "Transitional and Supportive Housing," modify CMC subsection 20.64.040 to add "Transitional and Supportive Housing," and modify CMC subsection 20.68.080 to add "Emergency Shelters."

## SUMMARY:

Request to approve Zoning Ordinance No. 634, to amend Cudahy Municipal Code Section 20 (Zoning) by adding new definitions to subsection 20.08.010 adding "Emergency Shelters" and "Transitional and Supportive Housing," modify CMC subsection 20.64.040 to add "Transitional and Supportive Housing," and modify CMC subsection 20.68.080 to add "Emergency Shelters."

At the May 6<sup>th</sup>, 2014 Cudahy City Council heard the first reading of proposed Zoning Ordinance No. 634. During the public hearing, City Council requested additional information from the City Attorney's office regarding the limitations of how restrictive the guidelines for adoption could be according to SB2.

## BACKGROUND / DISCUSSION:

California ("State") Senate Bill 2 ("SB 2"), also known as the "Fair Share Zoning Bill" became effective as January 1, 2008, and generally requires that every city and county identify in the Housing Element of its General Plan at least one zoning district in which homeless shelters are allowed as a permitted use, without a conditional use permit, or other discretionary review. Each zone or zones must be sufficient to accommodate the locality's identified need for emergency shelter; provided that regardless of actual need determined, each local jurisdiction must identify at least one zone that can accommodate at least one year-round jurisdiction must identify at least one zone that can accommodate at least one year-round emergency shelter. SB 2 was intended to disperse homeless services, shelters, and housing issues to be "fairly shared" among all California communities in order to share responsibility for the State's homeless problems. To be clear, SB 2 does not mandate that cities and counties build or fund homeless projects, only that there is zoning in place that permits development by right without a conditional use permit process or other discretionary review. SB 2 does not mandate where homeless shelter uses should be allowed in a city or county, but does require every city and county to identify actual zone or zones and site or sites that can accommodate the locality's actual unmet need. The following definitions describe the housing types the City is required in moving forward with the proposed amendment to the Zoning Code:

Emergency Shelters (Health and Safety Code Section 50801(e))

“Emergency Shelter means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

Transitional Housing (Health and Safety Code Section 50675.2(h))

“Transitional housing” and “transitional housing development” means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program receipt at some predetermined future point in time, which shall be no less than six months.

Supportive Housing (Health and Safety Code Section 50675.14(b))

“Supportive housing” means housing with no limit on length of stay, that is occupied by the target population, that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

Further, Government Code Section 65583(a)(4) requires:

- At least one zoning district shall be identified to permit emergency shelters without a conditional use permit or other discretionary action.
- Sufficient capacity must be identified to accommodate the need for emergency shelters and at least one year-round emergency shelter.
- Existing or proposed permit procedures, development and management standards must be objective and encourage and facilitate the development of or conversion to emergency shelters.
- Emergency shelters shall only be subject to development and management standards that apply to residential or commercial uses and development within the same zoning district.
- Written and objective standards may be applied as specified in statute, including maximum number of beds, provision of onsite management, length of stay and security.

Government Code Section 65583(a)(5) requires jurisdictions to recognize transitional housing and supportive housing as a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone.

On March 17, 2014 the Cudahy Planning Commission heard the proposed modifications and recommended approval of Resolution 14-04, approving Zone Ordinance Amendment No. 14-01.

On April 15, 2014 the Cudahy City Council heard the first reading of proposed Zoning Ordinance No. 634. During the public hearing, a number of suggestions were proposed including alternative zones, distance requirements, and number of beds.

At the April 23, 2014 Town Hall meeting, City Staff made a presentation to the attendees and members of the public to provide information on SB2, as well as provide the options and solicit feedback from the community. As of April 29, 2014, Staff has not received any feedback, suggestions, or recommendations from members of the community after the town hall meeting.

At the May 6<sup>th</sup>, 2014 Cudahy City Council heard the first reading of proposed Zoning Ordinance No. 634. During the public hearing, City Council requested additional information from the City Attorney's office regarding the limitations of how restrictive the guidelines for adoption could be according to SB2. This analysis will be provided as an addendum to the staff report upon availability.

### Consequences for Noncompliance

Cities that have not addressed SB 2's requirements risk having their Housing Element deemed non-compliant by the California Department of Housing and Community Development. Having a non-compliant Housing Element carries with it two repercussions: (1) limited access to state funding; and (2) liability for lawsuits brought forward against the City over the adequacy of the General Plan. Cities that have not complied with SB 2 must also revise their Housing Element every four years instead of every eight years.

### **ANALYSIS:**

The City's General Plan Housing Element was adopted January 2014 and included Policy Program's *Emergency Shelters* and *Transitional and Supportive Housing*. Each policy program established the intent of modifying the Cudahy Municipal Code to include parameters to allow emergency shelters and transitional and supportive housing consistent with SB 2, no later than March 2014. Staff has researched and reviewed other adopted SB 2 ordinances by a range of cities in Los Angeles County and surrounding communities. The subject ordinance amendment implements State law requirements and General Plan Housing Element Policy's *Emergency Shelters* and *Transitional and Supporting Housing*.

The proposed amendment to the Zoning Code will bring the City into compliance with State Law outlined in SB 2, as well as allow Cudahy to obtain proper certification of its Housing Element. This code amendment is one of the actions that must be completed for the City to qualify for an eight-year review cycle rather than four years.

### Proposed Changes:

The proposed amendment to the Zoning Code identifies one or more zones to allow emergency shelters as a permitted use and allows transitional and supportive housing in all residential zones. The zoning that is identified must include a sufficient amount of acreage and sites to accommodate the unmet need for the shelter of homeless people in Cudahy. Per the City's most recent assessment in the Housing Element, Cudahy is home to less than ten regular homeless persons, much lower than the state average. However, there are currently no homeless shelters or transitional and supportive housing facilities within the City.

Although the Housing Element identifies the High Density Residential zone as the preferred zone, staff has concluded that the Community Commercial zone district is better suited for the development of emergency shelters due to its proximity to the core services and transportation corridor within the City. Services along Atlantic Avenue, the central corridor through Cudahy includes a large dialysis facility, Kaiser Permanente (non-emergency) medical treatment facility, six clinics or medical facilities, and the County of Los Angeles Department of Public Social Services. Additionally, within the immediate area are seven main Metropolitan Transportation Authority bus lines including routes 111, 260, 315, 361, 611, 612, 711, as well as the Cudahy Area Rapid Transit (City fixed route). Additionally, the following standards are proposed in order to mitigate over-saturation and reduce proximity to sensitive land uses: separation of at least 300 feet from residences, parks, child care centers, or schools; separation of at least 300 feet from another emergency shelter; located within ½ mile of a transit stop.

As identified in the Housing Element, there are six separate sites that range from ½ acre to 5 acres, all of which could accommodate a shelter large enough to provide for enough emergency shelter space to meet Cudahy's unmet homeless housing need.

### **As Proposed: Community Commercial Zone**

The proposed Ordinance Amendment identifies emergency shelters as a permitted use in the Community Commercial zone, provided the above standards are met. Under this premise, the permitted use is limited to Atlantic Avenue only, and due to distance requirements, south of Elizabeth Street. Additionally, it locates emergency shelters within a zone which was

established to provide a wide range of retail and service establishments needed to accommodate the surrounding community.

**Public Comment: Commercial Manufacturing Zone**

However, public comment during the April 15<sup>th</sup>, 2014 City Council meeting suggested a desire to permit such facilities a greater distance from schools and parks, leaving the Commercial Manufacturing (CM) zone as an alternative zone. Under this premise, the permitted use is limited to the CM zone with the above mentioned standards will limit the permitted us to the southern Cecelia Street and Patata Street, and southwestern Salt Lake Avenue which borders the City. This would place emergency shelters in a zone that was established to provide a range of commercial, manufacturing, and wholesaling facilities.

In addition, the proposed Ordinance Amendment identifies standards for emergency shelters including limits for the number of persons to be served nightly, parking, waiting and intake area, support services, hours of operation, and length of stay. One key standard is a Management and Operation Plan for detailing a security plan, procedures, staff ratio to clients served, client transportation plan, and program for ongoing outreach to the Cudahy homeless population. The Management and Operational Plan is to be reviewed and approved by the Community Development Director in conjunction with the Sheriff's department prior to issuance of permit to minimize any impacts on surrounding industrial land uses.

As defined in the proposed Ordinance Amendment, an Emergency Shelter for Homeless in Cudahy would allow up to 15 beds or persons per night and would be permitted by right. Emergency shelters over 15 beds would be allowed through a Conditional Use Permit. By definition, overall occupancy of emergency shelters would be limited to six months or less by a homeless person.

According to SB2, the following considerations need to be made from a Memorandum from the Department of Housing and Community Development in May, 2008 (page 9):

- Zoning explicitly allows the use.
- Development standards and permit procedures do not render the use infeasible.
- Zoning, development and management standards, permit procedures and other applicable land-use regulations promote the use through objective; and predictable standards.

Of note, page 8 of the 2008 Memo states that when identifying an existing zone for emergency shelters, the consideration should address the compatibility and suitability of the zone. Consideration should be taken in regards to other uses that are permitted in the zone and whether the zone is suitable for residential or emergency shelters. For example, an industrial zone with heavy manufacturing may have environmental conditions rendering it unsuitable for residential or shelter uses. Suitability would take into consideration flooding, seismic hazards, chemical contamination, air quality, or noise. Additionally, there should be close proximity to transit, jobs centers, and public and community services.

The Commercial Manufacturing zone was established to provide areas that permit a complete range of commercial activities and, in addition, permit limited and restricted manufacturing and wholesaling facilities. Standards are intended to control the intensity of use, the external effects upon surrounding areas, and generally limit the uses to those that can be operated in a clean and quiet manner. However, the following uses are considered heavy industrial uses, permitted through a conditional use permit:

- Manufacturing of bone, canvas, cellophane, cloth, felt, fur, glass, leather, paper, plastics, shell, textiles, yarn, metals, and stone. (Full list attached under CMC Section 20.68.120 (2), (3)).

Impact to the Community:

The amendments will bring the City into compliance with Government Code Sections 65582, 65583, 65589.5 and provisions of the Housing Element pertaining to emergency shelters, transitional housing and supportive housing, and satisfy the General Plan Housing Element's Emergency Shelters Program and Transitional and Supportive Housing Program. Additionally, by facilitating emergency shelters, transitional housing and supportive housing, the ordinance would help fulfill Housing Element Goal Two, Policy 2.1 promoting all State, regional and local practices and plans that support housing availability for all economic segments of the population. Based on the analysis above, it is recommended that the Planning Commission recommend that the City Council adopt an ordinance approving Zone Ordinance Amendment 14-01.

Proposed Modifications

**Section 20.08.010 of the Cudahy Municipal Code proposed addition is as follows:**

*Definitions:*

*Emergency Shelter: Emergency Shelter means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.*

*Supportive Housing: Supportive Housing means housing with no limit on length of stay, that is occupied by persons and families who were homeless when approved for tenancy in the supportive housing project in which they currently reside, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community; as defined by Section 50675.14 of the Health and Safety Code.*

*Transitional Housing: Transitional Housing means a building or buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months; as defined in Section 50675.2 of the Health and Safety Code. Transitional Housing does not include state licensed residential care facilities, also referred to as care homes.*

**Section 20.64.040 of the Cudahy Municipal Code proposed addition is as follows:**

(Corresponding Numbers of subsequent permitted uses will shift accordingly with the addition of "transitional and supportive housing")

(5) *Transitional and Supportive Housing; subject to the following restrictions:*

(a) *Transitional Housing and Supportive Housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.*

**Section 20.68.080 of the Cudahy Municipal Code proposed addition is as follows:**

(Corresponding Numbers of subsequent permitted uses will shift accordingly with the addition of "emergency shelters")

(22) *Emergency Shelters; subject to the following restrictions:*

(a) *Occupancy. A maximum of 15 beds or persons may be served nightly, with associated support service not open to the public. Any Emergency Shelter for Homeless with greater than 15 beds shall be subject to approval of a Conditional Use Permit consistent with CMC Chapter 20.44.*

*(b) Separation Criteria. Said uses are to be located at least 300 feet from any residential use or residentially zoned property, park, child care center, or kindergarten through 12<sup>th</sup> grade curriculum school, as measured from the closest property line. An exception to this separation requirement may be granted if significant physical features act as barriers from said sensitive uses; such as a freeway, railroad right of way, or like features. In addition, at least 300 feet shall be maintained from any other Emergency Shelter for Homeless or Multiservice Center for Homeless, as measured from the closest property line. Said uses shall be located within ½ mile of a transit stop.*

*(c) Parking. One (1) vehicle parking space shall be provided per 5 beds. A covered and secured area for bicycle parking shall be provided for use by staff and clients, commensurate with demonstrated need, but no less than a minimum of eight (8) bike parking spaces.*

*(d) Waiting and Intake Area. A client waiting and intake area shall be provided and contain a minimum of ten (10) square feet per bed provided at the facility. The client waiting and intake area shall be screened from the public right of way by a solid wall of at least six (6) feet in height, and shall be sufficient in size to accommodate all persons waiting to enter the facility.*

*(e) Support Services. Emergency Shelters shall allocate sufficient areas on site, outside of any required landscape areas, to provide the following minimal support services:*

- 1. Food preparation and dining areas*
- 2. Laundry facilities*
- 3. Restrooms and showers*
- 4. Areas to secure and store client belongings*
- 5. Indoor and outdoor recreational facilities and/or open space*
- 6. A private area providing referral services to assist shelter clients in entering programs aimed at obtaining permanent shelter and income. Referral services refers to the initial assessment of a homeless client to identify the areas in which assistance is needed, and connecting clients with appropriate off-site programs and services depending on their need.*

*(f) Hours of Operation. Emergency Shelters for Homeless providing less than 15 beds are not required to be open 24 hours a day. Clients for Emergency Shelters for Homeless shall have a specified check out time as detailed in the Management and Operation Plan, but may remain on the premises to utilize onsite services offered.*

*(g) Length of Stay. The length of stay of an individual client shall not exceed six (6) months within a twelve (12) month period; days of stay need not be consecutive.*

*(h) Management and Operation Plan. The applicant or operator shall submit a Management and Operation Plan for the Emergency Shelter for review and approval by the Community Development Director or designee in consultation with the Chief of Police at the time the project is proposed, prior to issuance of permits. If Site Plan Review applies, then the Management and Operational Plan should be submitted and reviewed concurrently with those applications. The Plan shall remain active throughout the life of the facility, with any changes subject to review and approval by the Community Development Director or designee in consultation with the Chief of Police. The Plan should be based on "Best Practices" and include, but not limited to, a security plan, procedures, lists of services, staff training, "good neighbor" communication plan, client transportation and active transportation plan, ratio of staff to clients, client eligibility and intake and check out process, detailed hours of operation, and an ongoing outreach plan to Cudahy homeless population. The City may inspect the facility at any time for compliance with the facility's Operational Plan and other applicable laws and standards.*

*(i) Restrooms. The number of toilet and showers shall comply with applicable Building Codes and Plumbing Codes.*

*(j) Trash Enclosure and Loading Zone. Each facility shall have a trash enclosure and loading zone as provided in CMC Chapters 20.64 and 20.80.*

*(k) Applicable Laws. The facility shall comply with all other laws, rules and regulations that apply, including Building and Fire codes and shall be subject to City inspections prior to Operational Plan approval.*

**ALTERNATIVES:**

1. City Council may choose to take no action.
2. City Council may choose alternative zones where emergency shelters may be a permitted as a non-discretionary use.
3. City Council may recommend alternative emergency shelter objective standards to those proposed, in accordance with the topics listed in Government Code Section 65583.a.4.A.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

In accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the adoption of this ordinance is exempt from CEQA review pursuant to California Code of Regulations section 15601(b)(3), in that the proposed amendment to the Zoning Code will not have a significant effect on the environment. A Notice of Exemption will be filed upon adoption of this ordinance.

**ATTACHMENTS:**

California Department of Housing and Community Development Memorandum, 2008  
City Council Ordinance No. 634

**DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF HOUSING POLICY DEVELOPMENT**

1800 Third Street, Suite 430  
P. O. Box 952053  
Sacramento, CA 94252-2053  
(916) 323-3177  
FAX (916) 327-2643

**MEMORANDUM**

Updated: April 10, 2013

**DATE:** May 7, 2008

**TO:** Planning Directors and Interested Parties

**FROM:**   
Cathy E. Creswell, Deputy Director  
Division of Housing Policy Development

**SUBJECT:** **Senate Bill 2 -- Legislation Effective January 1, 2002:  
*Local Planning and Approval for Emergency Shelters and  
Transitional and Supportive Housing***

Chapter 633, Statutes of 2007 (SB 2) clarifies and strengthens housing element law to ensure zoning encourages and facilitates emergency shelters and limits the denial of emergency shelters and transitional and supportive housing under the Housing Accountability Act. The law will facilitate efforts to address the critical needs of homeless populations and persons with special needs throughout all communities in California. Generally, SB 2 amends housing element law regarding planning and approval for emergency shelters and transitional and supportive housing as follows:

Planning (Government Code Section 65583)

- At least one zone shall be identified to permit emergency shelters without a conditional use permit or other discretionary action.
- Sufficient capacity must be identified to accommodate the need for emergency shelters and at least one year-round emergency shelter.
- Existing or proposed permit procedures, development and management standards must be objective and encourage and facilitate the development of or conversion to emergency shelters.
- Emergency shelters shall only be subject to development and management standards that apply to residential or commercial within the same zone.
- Written and objective standards may be applied as specified in statute, including maximum number of beds, provision of onsite management, length of stay and security.
- Includes flexibility for jurisdictions to meet zoning requirements with existing ordinances or demonstrate the need for emergency shelters can be accommodated in existing shelters or through a multi-jurisdictional agreement.

- Transitional and supportive housing shall be considered a residential use and only subject to those restrictions that apply to other residential uses of the same type in the same zone.

**Local Approval (Government Code Section 65509.5: Housing Accountability Act)**

- Limits denial of emergency shelters, transitional housing or supportive housing by requiring specific findings.
- Some findings shall not be utilized if new planning requirements of SB 2 are not met; such as identifying a zone without a conditional use permit,

Attached is a briefing paper informing local governments of SB 2, providing assistance in evaluating these new provisions to effectively implement this important new State law; in addition to a copy of the legislation. Electronic copies of these can be found on the Department's website at [www.hcd.ca.gov](http://www.hcd.ca.gov) or the Senate's website at [www.senate.ca.gov](http://www.senate.ca.gov). You may also obtain copies of published bills from the Legislative Bill Room by calling (916) 445-2323. If you have any questions, or seek additional technical assistance, please contact Paul McDougall, HPD Manager, at (916) 445-4728.

**Attachments**

# Chapter 633, Statutes of 2007 (Senate Bill 2)

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# Introduction

## Homeless Needs

Homelessness in California is a continuing and growing crisis. On any given day, there are at least 361,000 homeless individuals in California – or 1.1 percent of the State's total population. Of this number, two-thirds are estimated to be single adults, while the other third are families. Some 30 percent of California's homeless – 108,000 – are so-called "chronic" homeless who have been homeless for six months or more. This population tends to be comprised of single adults who face such obstacles as mental illness, substance abuse problems and chronic physical health problems or disabilities that prevent them from working. Homeless individuals and families are without permanent housing largely because of a lack of affordable housing, often compounded by limited education or skills, mental illness and substance abuse issues, domestic violence and the lack of family or other support networks.<sup>1</sup>

California's homelessness crisis demands the effective involvement of both the public and private sectors. A housing element can be an effective and powerful tool in combating homelessness. Passage of SB 2 strengthened the law to increase its effectiveness in addressing the needs of California's homeless population. The upcoming housing element update presents an important opportunity to make ending homelessness a critical priority.

## Purpose and Objectives of SB 2

The framework of SB 2 resulted from a collaborative effort by key stakeholders including housing and homeless advocates and providers, local governments, planners, and the building industry. SB 2 strengthens existing housing element requirements to provide the opportunity for the development of emergency shelters and transitional and supportive housing. SB 2 ensures zoning, development and management standards and permit procedures encourage emergency shelters while allowing flexibility for existing local strategies and cooperative efforts.

SB 2 focuses on the impacts of zoning requirements on the development of emergency shelters. While the new statute requires that every local government zone for the development of emergency shelters, it does not restrict how local governments allocate resources to address local priority needs. For example, nothing in SB 2 prohibits communities from also adopting a "Housing First" strategy to provide homeless persons with housing immediately and then providing services as needed.

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<sup>1</sup> *Governor's Interagency Task Force on Homelessness, Progress Report and Work Plan for 2003.* Health and Human Services Agency and Business, Transportation and Housing Agency, December 2002

# Section 1

## Planning

*(Government Code Section 65583)*

## Identifying and Analyzing Needs and Resources

Current law, Government Code Section 65583(a)(7), requires an identification and analysis of the needs of homeless persons and families. The analysis is an essential component of an effective housing element; however data sources can be limited and vary in estimates of need. As a result, an analysis should consider a variety of data sources and include proactive outreach with service providers to examine the degree and characteristics of homeless needs in the community and surrounding communities. A thorough analysis includes:

- An estimate or count of the daily average number of persons lacking shelter. Wherever possible, and to better describe the characteristics of needs, this figure could be divided into single males, single females and families (one or more adults with children) as the needs of each subgroup differ significantly.
- As local data or other existing sources permit (see list below), a description of the percentage of the homeless population who are mentally ill, developmentally disabled, veterans, runaway or emancipated foster youth, substance abusers, survivors of domestic violence, and other subpopulations of homeless considered significant by the jurisdiction.
- An inventory of the resources available within the community including shelters, transitional housing and supportive housing units by type. The analysis should estimate the number and type of existing shelter beds, and units of transitional and supportive housing available.
- Assess the degree of unmet homeless needs, including the extent of need for emergency shelters. As part of this analysis, SB 2 now clarifies the need assessment for emergency shelters must consider seasonal and year-round need. In recognition of local efforts to encourage supportive housing, SB 2 allows jurisdictions with 10 Year Plans to End Chronic Homelessness to reduce the need for emergency shelters by the number of supportive housing units identified in an adopted 10-year plan and that are either vacant or funding has been identified to allow construction in the housing element planning period.

Resources to identify and analyze homeless needs, include:

- Consolidated plans
- Continuum of care plans
- 10 Year Plans to End Chronic Homelessness
- Interagency Council on Homelessness, Guide to Developing Plans and Examples (<http://www.ich.gov/slocal/index.html>)

- Local service providers such as continuum of care providers, local homeless shelter and service providers, food programs, operators of transitional housing programs, local drug and alcohol program service providers, county mental health and social service departments, local Salvation Army, Goodwill Industries, churches and schools, and
- 15 countywide Designated Local Boards certified by the Department's Emergency Housing and Assistance Program (<http://www.hcd.ca.gov/fa/ehap/cntys-with-dlb.html>).

## Identifying Zoning for Emergency Shelters

Prior to enactment of SB 2, housing element law required local governments to identify zoning to encourage and facilitate the development of emergency shelters. SB 2 strengthened these requirements. Most prominently, housing element law now requires the identification of a zone(s) where emergency shelters are permitted without a conditional use permit or other discretionary action. To address this requirement, a local government may amend an existing zoning district, establish a new zoning district or establish an overlay zone for existing zoning districts. For example, some communities may amend one or more existing commercial zoning districts to allow emergency shelters without discretionary approval. The zone(s) must provide sufficient opportunities for new emergency shelters in the planning period to meet the need identified in the analysis and must in any case accommodate at least one year-round emergency shelter (see more detailed discussion below).



Cloverfield Services Center -- Emergency Shelter by OPCC in Santa Monica, CA  
Photo courtesy of OPCC in Santa Monica

When identifying a zone or analyzing an existing zone for emergency shelters, the element should address the compatibility and suitability of the zone. The element should consider what other uses are permitted in the zone and whether the zone is suitable for residential or emergency shelters. For example, an industrial zone with heavy manufacturing may have environmental conditions rendering it unsuitable for residential or shelter uses. In some localities, manufacturing or industrial zones may be in transition, where older industrial uses are redeveloping to residential, office or commercial. Transitioning zones may be compatible

with residential uses and suitable for emergency shelters. Also, a commercial zone allowing residential or residential compatible services (i.e., social services, offices) would be suitable for shelters. For example, Sacramento County permits emergency shelters in its commercial zone along with other residential uses and uses such as retail that are compatible with residential.

SB 2 clarifies existing law by requiring zoning identified for emergency shelters to include sufficient capacity to accommodate the need. The identified zone(s) must have sufficient capacity, when taken as a whole, to meet the need for shelters identified in the housing element, and have a realistic potential for development or reuse opportunities in the planning period. Further, capacity for emergency shelters must be suitable and available and account for physical features (flooding, seismic hazards, chemical contamination, other environmental constraints, and slope instability or erosion) and location (proximity to transit, job centers, and public and community services). The element should also address available acreage (vacant or underutilized) and the realistic capacity for emergency shelters in the zone. For example, if a jurisdiction identifies the public institution zoning district as the zone where emergency shelters will be allowed without a conditional use permit, the element should demonstrate sufficient acreage within the zoning district that could accommodate the actual development of an emergency shelter. The element could also discuss the potential for reuse or conversion of existing buildings to emergency shelters.

SB 2 ensures that each local government shares the responsibility to provide opportunities for the development of emergency shelters. Regardless of the extent of need identified in the element, local governments must provide zoning to allow at least one year round emergency shelter, unless the need for emergency shelters is accommodated through existing shelters or a multi-jurisdictional agreement (see discussion below). This is especially important given the fact that the homeless population is not always visible in the community; is sometimes transitory; data resources are frequently inadequate and the availability and adequacy of services and programs vary significantly by community and can impact the homeless count.

If a local government's existing zoning does not allow emergency shelters without a conditional use permit or other discretionary action, the housing element must include a program to identify a specific zone(s) and amend the zoning code within one year of adoption of the housing element (65583(a)(4)). The only exceptions permitted to the non-discretionary zoning requirement are where a jurisdiction demonstrates their homeless needs can be accommodated in existing shelters; or where the jurisdiction meets all of its need through a multi-jurisdictional agreement (discussed in later sections).

Where a local government has identified a zone and sufficient capacity to encourage emergency shelters consistent with the provisions of SB 2, a local government may also identify additional zones for the development of emergency shelters that require a conditional use permit.

## **Permitting Emergency Shelters without Discretionary Action**

To comply with SB 2, localities must have or adopt a zoning classification that permits emergency shelters in a non-discretionary manner (localities may however apply development standards pursuant to Section 65583(a)(4)). In such zones, permitted uses, development standards and permit procedures must include:

- Objective development standards that encourage and facilitate the approval of emergency shelters.
- Decision-making criteria such as standards that do not require discretionary judgment.
- Standards that do not render emergency shelters infeasible, and only address the use as an emergency shelter, not the perceived characteristics of potential occupants.

Requiring a variance, minor use permit, special use permit or any other discretionary process does not constitute a non-discretionary process. However, local governments may apply non-discretionary design review standards.



Emergency Shelter – Jackson, California  
*Photo courtesy of Amador-Tuolumne Community Action*

A local government should not require public notice of its consideration of emergency shelter proposals unless it provides public notice of other non-discretionary actions. For example, if a local government permits new construction of a single-family residence without discretionary action and public notice is not given for these applications, then a local government should employ the same procedures for emergency shelter applications. The appropriate point for public comment and discretionary action is when zoning is being amended or adopted for emergency shelters, not on a project-by-project basis.

## **Development Standards to Encourage and Facilitate Emergency Shelters**

SB 2 requires that emergency shelters only be subject to those development and management standards that apply to residential or commercial use within the same zone, except the local government may apply certain objective standards discussed on the next page (Government Code Section 65583(a)(4)). For example, a light commercial zone might permit a range of wholesaler, service repair and business services subject to buildable area and lot area requirements. In this case, the emergency shelter may be subject only to the same buildable area and lot area requirements. The same zone might permit residential uses subject to certain development standard (i.e., lot area, heights, and setbacks) requirements. In this case, emergency shelters should only be subject to the same development standards.

To demonstrate that processing procedures and standards are objective and encourage and facilitate development of emergency shelters, the housing element must address how:

- zoning explicitly allows the use (meaning the use is specifically described in the zoning code);
- development standards and permit procedures do not render the use infeasible;
- zoning, development and management standards, permit procedures and other applicable land-use regulations promote the use through objective; and predictable standards.

SB 2 allows flexibility for local governments to apply written, objective development and management standards for emergency shelters as described in statute and below.

- The maximum number of beds or persons permitted to be served nightly by the facility.
- Off-street parking based upon demonstrated need, provided that the standards do not require more parking for emergency shelters than for other residential or commercial uses within the same zone.
- The size and location of exterior and interior on-site waiting and client intake areas.
- The provision of on-site management.
- The proximity to other emergency shelters provided that emergency shelters are not required to be more than 300 feet apart.
- The length of stay.
- Lighting.
- Security during hours that the emergency shelter is in operation.

These standards must be designed to encourage and facilitate the development of, or conversion to, an emergency shelter. For example, a standard establishing the maximum number of beds should act to encourage the development of an emergency shelter; local governments should establish flexible ranges for hours of operation; length of stay provision should be consistent with financing programs or statutory definitions limiting occupancy to six months (Health and Safety Code Section 50801) and should not unduly impair shelter operations. Appropriate management standards are reasonable and limited to ensure the operation and maintenance of the property.



## Encouraging Multi-Jurisdictional Cooperation and Coordination

SB 2 recognizes and encourages multi-jurisdictional coordination by allowing local governments to satisfy all or part of their obligation to zone for emergency shelters by adopting and implementing a multi-jurisdictional agreement, with a maximum of two adjacent communities. The agreement must commit the participating jurisdictions to develop at least one year-round shelter within two years of the beginning of the housing element planning period. For example, jurisdictions in Southern California Association of Governments (SCAG) region with a statutory due date of June 30, 2008 would need to ensure the development of shelter(s) by June 30, 2010. To utilize this provision, local governments must adopt an agreement that allocates a portion of the new shelter capacity to each jurisdiction as credit towards the jurisdiction's emergency shelter need. The housing element for each participating local government must describe how the capacity was allocated. In addition, the housing element of each participating jurisdiction must describe:

- How the joint facility will address the local governments need for emergency shelters.
- The local government's contribution for both the development and ongoing operation and management of the shelter.
- The amount and source of the funding to be contributed to the shelter.
- How the aggregate capacity claimed by all of the participating jurisdictions does not exceed the actual capacity of the shelter facility.

If the local government can demonstrate that the multi-jurisdictional agreement can accommodate the jurisdiction's need for emergency shelter, the jurisdiction is authorized to comply with the zoning requirements for emergency shelters by identifying a zone(s) where new emergency shelters are allowed with a conditional use permit.

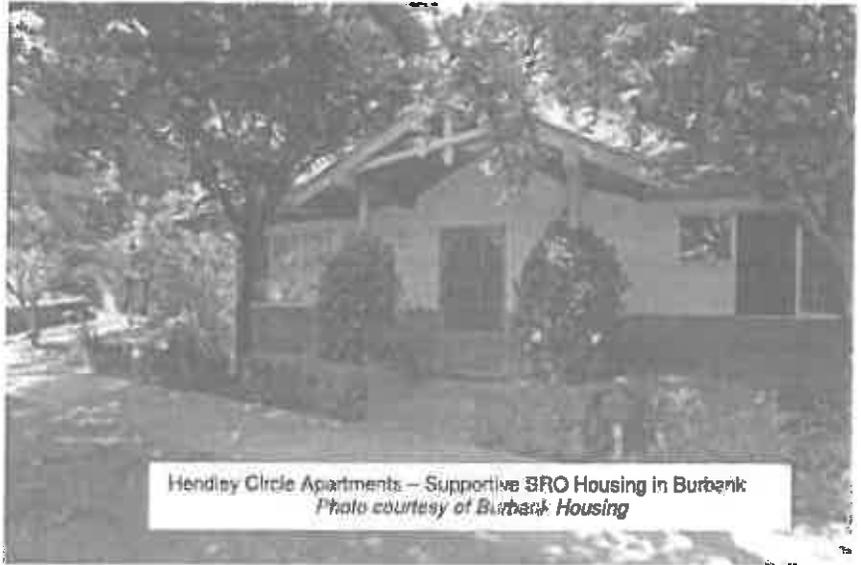


Quinn Cottages, Transitional Housing In Sacramento, CA  
Photo courtesy of Cottage Housing, Inc.

## Existing Ordinances and Existing Shelters that Accommodate Need

### Existing Ordinances Permitting Emergency Shelters

Many local governments have a record of effective actions to address the homeless needs in their community. SB 2 recognizes and provides flexibility for jurisdictions that have already adopted an ordinance(s) that complies with the new zoning requirements. For those local governments with existing ordinances and zoning consistent with requirements of SB 2, no further action will be required to identify zones available



for emergency shelters. The housing element must however, describe how the existing ordinance, policies and standards are consistent with the requirements of SB 2.

### Existing Shelters That Accommodate the Need for Emergency Shelters

Local governments that can demonstrate, to the satisfaction of the Department, the existence of one or more emergency shelters either within the jurisdiction or pursuant to a multi-jurisdictional agreement that can accommodate the need for emergency shelters identified in the housing element may comply with the zoning requirements of SB 2 by identifying a zone(s) where new emergency shelters are allowed with a conditional use permit. To demonstrate homeless needs can be accommodated in existing shelters, an element must at minimum list existing shelters including the total number of beds and the number vacant. The analysis should support and document the estimate of vacant beds and must consider seasonal fluctuations in the need for emergency shelters.

## Transitional and Supportive Housing

*Transitional housing* is defined in Section 50675.2 of the Health & Safety Code as rental housing for stays of at least six months but where the units are re-circulated to another program recipient after a set period. Transitional housing may be designated for a homeless individual or family transitioning to permanent housing. This housing can take several forms,

such as single family or multifamily units, and may include supportive services to allow individuals to gain necessary life skills in support of independent living. *Supportive housing* as defined at Section 50675.14 of the Health & Safety Code has no limit on the length of stay, is linked to onsite or offsite services, and is occupied by a target population as defined in Health & Safety Code Section 53260. Services typically include assistance designed to meet the needs of the target population in retaining housing, living and working in the community, and/or improving health and may include case management, mental health treatment, and life skills.

The housing element must demonstrate that transitional housing and supportive housing are permitted as a residential use and only subject to those restrictions that apply to other residential dwellings of the same type in the same zone (Government Code Section 65583(a)(5)). In other words, transitional housing and supportive housing are permitted in all zones allowing residential uses and are not subject to any restrictions (e.g., occupancy limit) not imposed on similar dwellings (e.g., single family home, apartments) in the same zone in which the transitional housing and supportive housing is located. For example, transitional housing located in an apartment building in a multifamily zone is permitted in the same manner as an apartment building in the same zone and supportive housing located in a single family home in a single family zone is permitted in the same manner as a single family home in the same zone.

If jurisdictions do not explicitly permit transitional and supportive housing as previously described, the element must include a program to ensure zoning treats transitional and supportive housing as a residential use, subject only to those restrictions on residential uses contained in the same type of structure.

## Housing Element Policies and Programs

Effective programs reflect the results of the local housing need analyses, identification of available resources, including land and financing, and the mitigation of identified governmental and nongovernmental constraints.

Programs consist of specific action steps the locality will take to implement its policies and achieve goals and objectives. Programs must

include a specific timeframe for implementation, identify the agencies or officials responsible for implementation, and describe the jurisdiction's specific role in implementation.

Where a jurisdiction does not provide an analysis demonstrating compliance with the provisions of SB 2 through existing zoning, the element must have a program(s) to address the results of that analysis. For example, if the element does not identify an existing zone to



Gish Apartments – Supportive Housing, San Jose, CA  
*Photo courtesy of First Community Housing and Bernard Andre*

permit emergency shelters without a conditional use permit or other discretionary action, the element must include a program to establish the appropriate zoning, unless the jurisdiction has satisfied its needs through existing emergency shelters or a multi-jurisdictional agreement. If development and management standards do not encourage and facilitate emergency shelters or zoning does not treat transitional and supportive housing as a residential use, the element must include a program(s) to amend existing zoning or processing requirements to comply with SB 2.

Programs to address the requirements of SB 2 for emergency shelters must be implemented within one year of adoption of the housing element. Programs to address requirements for transitional and supportive housing should be implemented early in the planning period. Further, since the program for emergency shelters must be implemented within one year of adoption, the housing element should provide analysis to support and assure effective implementation of the program. For example, the analysis should examine the suitability of zones to be included in the program and whether sufficient and suitable capacity is available. The same type of analysis could evaluate development and management standards that will be considered as part of establishing or amending zoning. This analysis should demonstrate the necessary commitment to ensure zoning, permit procedures and development standards encourage and facilitate emergency shelters.

**\*\*\*\* UPDATED\*\*\*\***

Please be aware, if the adopted housing element from the previous cycle (4<sup>th</sup> cycle) included a program to address the requirements of SB 2 for emergency shelters, and the required timeframe has lapsed, the Department will not be able to find future housing elements in compliance until the required rezoning is complete and the element is amended to reflect that rezoning.

## Timing: When SB 2 Applies

In accordance with Government Code Section 65583(e), any draft housing element submitted to the Department after March 31, 2008 will be required to comply with SB 2.

## **Section 2**

# **Local Approval**

***(Government Code Section 65589.5)***

## The Housing Accountability Act

To promote predictability for the development of housing affordable to lower- and moderate-income households, the Housing Accountability Act (Government Code Section 65589.5) prohibits a jurisdiction from disapproving a housing development project, including housing for farmworkers and for very low-, low-, or moderate-income households, or conditioning approval in a manner that renders the project infeasible for development for the use of very low-, low-, or moderate-income households, including through the use of design review standards, unless it makes at least one of five specific written findings based on substantial evidence in the record (Government Code Section 65589.5).

SB 2 adds emergency shelters to the list of uses protected under the Housing Accountability Act. In addition, SB 2 clarifies that the definition of a housing development project includes transitional or supportive housing (see Attachment 1: SB 2 - changes are underlined).

### Zoning Inconsistency

Pursuant to the Housing Accountability Act, a local government is prohibited from making the finding regarding zoning and general plan inconsistency (Section 65589.5(d)(5)) to disapprove a development if the jurisdiction identified the site in its general plan (e.g., housing or land-use element) as appropriate for residential use at the density proposed or failed to identify adequate sites to accommodate its share of the regional housing need for all income groups. In addition to extending these provisions to emergency shelters and transitional housing, SB 2 prohibits the use of the zoning and general plan inconsistency finding to disapprove an emergency shelter if the jurisdictions have:

- not identified a zone(s) where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit,
- not demonstrated the identified zone(s) include sufficient capacity to accommodate the need for emergency shelter, or
- not demonstrated the identified zone(s) can accommodate at least one emergency shelter.

This provision applies to any site identified in any element of the general plan for industrial, commercial, or multifamily residential uses. In any court action, the burden of proof is on the local jurisdiction to demonstrate its housing element satisfies the above requirements of SB 2.

# **Attachment 1**

## **Statutory Changes to Housing Element Law (*underline version*)**

**Attachment 1**

**Changes to State Housing Element Law  
Chapter 633, Statutes of 2007 (SB 2)  
(changes indicated in strikeouts and underlines)**

65582. As used in this article, the following definitions apply:

- (a) "Community," "locality," "local government," or "jurisdiction" means a city, city and county, or county.
- (b) "Council of governments" means a single or multicounty council created by a joint powers agreement pursuant to Chapter 5 (commencing with Section 6500) of Division 1 of Title 1.
- (c) "Department" means the Department of Housing and Community Development.
- (d) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801 of the Health and Safety Code.
- (e) "Housing element" or "element" means the housing element of the community's general plan, as required pursuant to this article and subdivision (c) of Section 65302.
- (f) "Supportive housing" has the same meaning as defined in subdivision (b) of Section 50675.14 of the Health and Safety Code.
- (g) "Transitional housing" has the same meaning as defined in subdivision (h) of Section 50675.2 of the Health and Safety Code.

65583. The housing element shall consist of an identification and analysis of existing and projected housing needs and a statement of goals, policies, quantified objectives, financial resources, and scheduled programs for the preservation, improvement, and development of housing. The housing element shall identify adequate sites for housing, including rental housing, factory-built housing, and mobilehomes, and emergency shelters, and shall make adequate provision for the existing and projected needs of all economic segments of the community. The element shall contain all of the following:

- (a) An assessment of housing needs and an inventory of resources and constraints relevant to the meeting of these needs. The assessment and inventory shall include all of the following:
  - (1) An analysis of population and employment trends and documentation of projections and a quantification of the locality's existing and projected housing needs for all income levels, including extremely low income households, as defined in subdivision (b) of Section 50105 and Section 50106 of the Health and Safety Code. These existing and projected needs shall include the locality's share of the regional housing need in accordance with Section 65584. Local agencies shall calculate the subset of very low income households allotted under Section 65584 that qualify as extremely low income households. The local agency may either use available census data to calculate the percentage of very low income households that qualify as extremely low income households or presume that 50 percent of the very low income households qualify as extremely low income households. The number of extremely low income households and very low income households shall equal the jurisdiction's allocation of very low income households pursuant to Section 65584.
  - (2) An analysis and documentation of household characteristics, including level of payment compared to ability to pay, housing characteristics, including overcrowding, and housing stock condition.

(3) An inventory of land suitable for residential development, including vacant sites and sites having potential for redevelopment, and an analysis of the relationship of zoning and public facilities and services to these sites.

(4) (A) The identification of a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit. The identified zone or zones shall include sufficient capacity to accommodate the need for emergency shelter identified in paragraph (7), except that each local government shall identify a zone or zones that can accommodate at least one year-round emergency shelter. If the local government cannot identify a zone or zones with sufficient capacity, the local government shall include a program to amend its zoning ordinance to meet the requirements of this paragraph within one year of the adoption of the housing element. The local government may identify additional zones where emergency shelters are permitted with a conditional use permit. The local government shall also demonstrate that existing or proposed permit processing, development, and management standards are objective and encourage and facilitate the development of, or conversion to, emergency shelters. Emergency shelters may only be subject to those development and management standards that apply to residential or commercial development within the same zone except that a local government may apply written, objective standards that include all of the following:

(i) The maximum number of beds or persons permitted to be served nightly by the facility.  
(ii) Off-street parking based upon demonstrated need, provided that the standards do not require more parking for emergency shelters than for other residential or commercial uses within the same zone.

(iii) The size and location of exterior and interior onsite waiting and client intake areas.

(iv) The provision of onsite management.

(v) The proximity to other emergency shelters, provided that emergency shelters are not required to be more than 300 feet apart.

(vi) The length of stay.

(vii) Lighting.

(viii) Security during hours that the emergency shelter is in operation.

(B) The permit processing, development, and management standards applied under this paragraph shall not be deemed to be discretionary acts within the meaning of the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).

(C) A local government that can demonstrate to the satisfaction of the department the existence of one or more emergency shelters either within its jurisdiction or pursuant to a multijurisdictional agreement that can accommodate that jurisdiction's need for emergency shelter identified in paragraph (7) may comply with the zoning requirements of subparagraph (A) by identifying a zone or zones where new emergency shelters are allowed with a conditional use permit.

(D) A local government with an existing ordinance or ordinances that comply with this paragraph shall not be required to take additional action to identify zones for emergency shelters. The housing element must only describe how existing ordinances, policies, and standards are consistent with the requirements of this paragraph.

(5) An analysis of potential and actual governmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the types of housing identified in paragraph (1) of subdivision (c), and for persons with disabilities as identified in

the analysis pursuant to paragraph (6), including land use controls, building codes and their enforcement, site improvements, fees and other exactions required of developers, and local processing and permit procedures. The analysis shall also demonstrate local efforts to remove governmental constraints that hinder the locality from meeting its share of the regional housing need in accordance with Section 65584 and from meeting the need for housing for persons with disabilities identified pursuant to, supportive housing, transitional housing, and emergency shelters identified pursuant to paragraph Transitional housing and supportive housing shall be ~~(5)~~ considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.

~~(6)~~ An analysis of potential and actual nongovernmental constraints upon the maintenance, improvement, or development of housing for all income levels, including the availability of financing, the price of land, and the cost of construction.

~~(6)~~ An analysis of any special housing needs, such as those of the elderly, persons with disabilities, large families, farmworkers, families with female heads of households, and families and persons in need of emergency shelter. The need for emergency shelter shall be ~~(7)~~ assessed based on annual and seasonal need. The need for emergency shelter may be reduced by the number of supportive housing units that are identified in an adopted 10-year plan to end chronic homelessness and that are either vacant or for which funding has been identified to allow construction during the planning period.

~~(8)~~ An analysis of opportunities for energy conservation with respect to residential development.

~~(8)~~ An analysis of existing assisted housing developments that are eligible to change from low-income housing uses during the next 10 years due to termination of subsidy contracts, mortgage prepayment, or expiration of restrictions on use. "Assisted housing developments," for the purpose of this section, shall mean multifamily rental housing that receives governmental assistance under federal programs listed in subdivision (a) of Section 65863.10, state and local multifamily revenue bond programs, local redevelopment programs, the federal Community Development Block Grant Program, or local in-lieu fees. "Assisted housing developments" shall also include multifamily rental units that were developed pursuant to a local inclusionary housing program or used to qualify for a density bonus pursuant to Section 65916.

(A) The analysis shall include a listing of each development by project name and address, the type of governmental assistance received, the earliest possible date of change from low-income use and the total number of elderly and nonelderly units that could be lost from the locality's low-income housing stock in each year during the 10-year period. For purposes of state and federally funded projects, the analysis required by this subparagraph need only contain information available on a statewide basis.

(B) The analysis shall estimate the total cost of producing new rental housing that is comparable in size and rent levels, to replace the units that could change from low-income use, and an estimated cost of preserving the assisted housing developments. This cost analysis for replacement housing may be done aggregately for each five-year period and does not have to contain a project-by-project cost estimate.

(C) The analysis shall identify public and private nonprofit corporations known to the local government which have legal and managerial capacity to acquire and manage these housing developments.

(D) The analysis shall identify and consider the use of all federal, state, and local financing and subsidy programs which can be used to preserve, for lower income households, the assisted housing developments, identified in this paragraph, including, but not limited to, federal Community Development Block Grant Program funds, tax increment funds received by a redevelopment agency of the community, and administrative fees received by a housing authority operating within the community. In considering the use of these financing and subsidy programs, the analysis shall identify the amounts of funds under each available program which have not been legally obligated for other purposes and which could be available for use in preserving assisted housing developments.

(b) (1) A statement of the community's goals, quantified objectives, and policies relative to the maintenance, preservation, improvement, and development of housing.

(2) It is recognized that the total housing needs identified pursuant to subdivision (a) may exceed available resources and the community's ability to satisfy this need within the content of the general plan requirements outlined in Article 5 (commencing with Section 65300). Under these circumstances, the quantified objectives need not be identical to the total housing needs. The quantified objectives shall establish the maximum number of housing units by income category, including extremely low income, that can be constructed, rehabilitated, and conserved over a five-year time period.

(c) A program which sets forth a five-year schedule of actions the local government is undertaking or intends to undertake to implement the policies and achieve the goals and objectives of the housing element through the administration of land use and development controls, the provision of regulatory concessions and incentives, and ~~the~~ the utilization of appropriate federal and state financing and subsidy programs when available and the utilization of moneys in a low- and moderate-income housing fund of an agency if the locality has established a redevelopment project area pursuant to the Community Redevelopment Law (Division 24 (commencing with Section 33000) of the Health and Safety Code). In order to make adequate provision for the housing needs of all economic segments of the community, the program shall do all of the following:

(1) Identify actions that will be taken to make sites available during the planning period of the general plan with appropriate zoning and development standards and with services and facilities to accommodate that portion of the city's or county's share of the regional housing need for each income level that could not be accommodated on sites identified in the inventory completed pursuant to paragraph (3) of subdivision (a) without rezoning, and to comply with the requirements of Section 65584.09. Sites shall be identified as needed to facilitate and encourage the development of a variety of types of housing for all income levels, including multifamily rental housing, factory-built housing, mobilehomes, housing for agricultural employees, supportive housing, single-room occupancy units, emergency shelters, and transitional housing.

(A) Where the inventory of sites, pursuant to paragraph (3) of subdivision (a), does not identify adequate sites to accommodate the need for groups of all household income levels pursuant to Section 65584, the program shall identify sites that can be developed for housing within the planning period pursuant to subdivision (h) of Section 65583.2.

(B) Where the inventory of sites pursuant to paragraph (3) of subdivision (a) does not identify adequate sites to accommodate the need for farmworker housing, the program shall provide for sufficient sites to meet the need with zoning that permits farmworker housing use by right, including density and development standards that could accommodate and facilitate the feasibility of the development of farmworker housing for low- and very low income households.

(2) Assist in the development of adequate housing to meet the needs of extremely low, very low, low-, and moderate-income households.

(3) Address and, where appropriate and legally possible, remove governmental constraints to the maintenance, improvement, and development of housing, including housing for all income levels and housing for persons with disabilities. The program shall remove constraints to, and provide reasonable accommodations for housing designed for, intended for occupancy by, or with supportive services for, persons with disabilities.

(4) Conserve and improve the condition of the existing affordable housing stock, which may include addressing ways to mitigate the loss of dwelling units demolished by public or private action.

(5) Promote housing opportunities for all persons regardless of race, religion, sex, marital status, ancestry, national origin, color, familial status, or disability.

(6) Preserve for lower income households the assisted housing developments identified pursuant to paragraph (89) of subdivision (a).

The program for preservation of the assisted housing developments shall utilize, to the extent necessary, all available federal, state, and local financing and subsidy programs identified in paragraph (89) of subdivision (a), except where a community has other urgent needs for which alternative funding sources are not available. The program may include strategies that involve local regulation and technical assistance.

(7) The program shall include an identification of the agencies and officials responsible for the implementation of the various actions and the means by which consistency will be achieved with other general plan elements and community goals. The local government shall make a diligent effort to achieve public participation of all economic segments of the community in the development of the housing element, and the program shall describe this effort.

(d) (1) A local government may satisfy all or part of its requirement to identify a zone or zones suitable for the development of emergency shelters pursuant to paragraph (4) of subdivision (a) by adopting and implementing a multijurisdictional agreement, with a maximum of two other adjacent communities, that requires the participating jurisdictions to develop at least one year-round emergency shelter within two years of the beginning of the planning period.

(2) The agreement shall allocate a portion of the new shelter capacity to each jurisdiction as credit towards its emergency shelter need, and each jurisdiction shall describe how the capacity was allocated as part of its housing element.

(3) Each member jurisdiction of a multijurisdictional agreement shall describe in its housing element all of the following:

(A) How the joint facility will meet the jurisdiction's emergency shelter need.

(B) The jurisdiction's contribution to the facility for both the development and ongoing operation and management of the facility.

(C) The amount and source of the funding that the jurisdiction contributes to the facility.

(4) The aggregate capacity claimed by the participating jurisdictions in their housing elements shall not exceed the actual capacity of the shelter.

(e) Except as otherwise provided in this article, amendments to this article that alter the required content of a housing element shall apply to both of the following:

(1) A housing element or housing element amendment prepared pursuant to subdivision (e) of Section 65588 or Section 65584.02, ~~where~~when a city, county, or city and county submits a first draft to the department for review pursuant to Section 65585 more than 90 days after the effective date of the amendment to this section.

(2) Any housing element or housing element amendment prepared pursuant to subdivision (e) of Section 65588 or Section 65584.02, ~~where~~when the city, county, or city and county fails to submit the first draft to the department before the due date specified in Section 65588 or 65584.02.

### Housing Accountability Act

65589.5. (a) The Legislature finds and declares all of the following:

(1) The lack of housing, including emergency shelters, is a critical problem that threatens the economic, environmental, and social quality of life in California. (2) California housing has become the most expensive in the nation. The excessive cost of the state's housing supply is partially caused by activities and policies of many local governments that limit the approval of housing, increase the cost of land for housing, and require that high fees and exactions be paid by producers of housing.

(3) Among the consequences of those actions are discrimination against low income and minority households, lack of housing to support employment growth, imbalance in jobs and housing, reduced mobility, urban sprawl, excessive commuting, and air quality deterioration.

(4) Many local governments do not give adequate attention to the economic, environmental, and social costs of decisions that result in disapproval of housing projects, reduction in density of housing projects, and excessive standards for housing projects.

(b) It is the policy of the state that a local government not reject or make infeasible housing developments, including emergency shelters, that contribute to meeting the housing need determined pursuant to this article without a thorough analysis of the economic, social, and Environmental effects of the action and without complying with subdivision (d).

(c) The Legislature also recognizes that premature and unnecessary development of agricultural lands for urban uses continues to have adverse effects on the availability of those lands for food and fiber production and on the economy of the state. Furthermore, it is the policy of the state that development should be guided away from prime agricultural lands; therefore, in implementing this section, local jurisdictions should encourage, to the maximum extent practicable, in filling existing urban areas.

(d) A local agency shall not disapprove a housing development project, including farmworker housing as defined in subdivision (d) of Section 50199.50 of the Health and Safety Code, for very low, low-, or moderate-income households, or an emergency shelter, or condition approval in a manner that renders the project infeasible for development for the use of very low, low-, or moderate- income households, or an emergency shelter, including through the use of design review standards, unless it makes written findings, based upon substantial evidence in the record, as to one of the following:

(1) The jurisdiction has adopted a housing element pursuant to this article that has been revised in accordance with Section 65588, is in substantial compliance with this article, and the jurisdiction has met or exceeded its share of the regional housing need allocation pursuant to Section 65584 for the planning period for the income category proposed for the housing development project, provided that any disapproval or conditional approval shall not be based on any of the reasons prohibited by Section 65008. If the housing development project includes a mix of income categories, and the jurisdiction has not met or exceeded its share of the regional housing need for one or more of those categories, then this paragraph shall not be used to disapprove or conditionally approve the project. The share of the regional

housing need met by the jurisdiction shall be calculated consistently with the forms and definitions that may be adopted by the Department of Housing and Community Development pursuant to Section 65400. In the case of an emergency shelter, the jurisdiction shall have met or exceeded the need for emergency shelter, as identified pursuant to paragraph (7) of subdivision (a) of Section 65583. Any disapproval or conditional approval pursuant to this paragraph shall be in accordance with applicable law, rule, or standards.

(2) The development project or emergency shelter as proposed would have a specific, adverse impact upon the public health or safety, and there is no feasible method to satisfactorily mitigate or avoid the specific adverse impact without rendering the development unaffordable to low- and moderate-income households or rendering the development of the emergency shelter financially infeasible. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete. Inconsistency with the zoning ordinance or general plan land use designation shall not constitute a specific, adverse impact upon the public health or safety.

(3) The denial of the project or imposition of conditions is required in order to comply with specific state or federal law, and there is no feasible method to comply without rendering the development unaffordable to low- and moderate-income households or rendering the development of the emergency shelter financially infeasible.

(4) The development project or emergency shelter is proposed on land zoned for agriculture or resource preservation that is surrounded on at least two sides by land being used for agricultural or resource preservation purposes, or which does not have adequate water or wastewater facilities to serve the project.

(5) The development project or emergency shelter is inconsistent with both the jurisdiction's zoning ordinance and general plan land use designation as specified in any element of the general plan as it existed on the date the application was deemed complete, and the jurisdiction has adopted a revised housing element in accordance with Section 65588 that is in substantial compliance with this article.

(A) This paragraph cannot be utilized to disapprove or conditionally approve a housing development project if the development project is proposed on a site that is identified as suitable or available for very low, low-, or moderate-income households in the jurisdiction's housing element, and consistent with the density specified in the housing element, even though it is inconsistent with both the jurisdiction's zoning ordinance and general plan land use designation.

(B) If the local agency has failed to identify in the inventory of land in its housing element sites that can be developed for housing within the planning period and that are sufficient to provide for the jurisdiction's share of the regional housing need for all income levels pursuant to Section 65584, then this paragraph shall not be utilized to disapprove or conditionally approve a housing development project proposed for a site designated in any element of the general plan for residential uses or designated in any element of the general plan for commercial uses if residential uses are permitted or conditionally permitted within commercial designations. In any action in court, the burden of proof shall be on the local agency to show that its housing element does identify adequate sites with appropriate zoning and development standards and with services and facilities to accommodate the local agency's share of the regional housing need for the very low and low-income categories.

~~(e) This section does not relieve the local agency (C) If the local agency has failed to identify a zone or zones where emergency shelters are allowed as a permitted use without a conditional use or other discretionary permit, has failed to demonstrate that the identified zone or zones include sufficient capacity to accommodate the need for emergency shelter identified in paragraph (7) of subdivision (a) of Section 65583, or has failed to demonstrate that the identified zone or zones can accommodate at least one emergency shelter, as required by paragraph (4) of subdivision (a) of Section 65583, then this paragraph shall not be utilized to disapprove or conditionally approve an emergency shelter proposed for a site designated in any element of the general plan for industrial, commercial, or multifamily residential uses. In any action in court, the burden of proof shall be on the local agency to show that its housing element does satisfy the requirements of paragraph (4) of subdivision (a) of Section 65583.~~

~~(e) Nothing in this section shall be construed to relieve the local agency from complying with the Congestion Management Program required by Chapter 2.6 (commencing with Section 65088) of Division 1 of Title 7 or the California Coastal Act (Division 20 (commencing with Section 30000) of the Public Resources Code). ThisNeither shall anything in this section also does notbe construed to relieve the local agency local agency from making one or more of the findings required pursuant to Section 21081 of the Public Resources Code or otherwise complying with the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code).~~

~~(f) This(1) Nothing in this section does notshall be construed to prohibit a local agency from requiring the development project to comply with objective, quantifiable, written development standards, conditions, and policies appropriate to, and consistent with, meeting the jurisdiction's share of the regional housing need pursuant to Section 65584. However, the development standards, conditions, and policies shall be applied to facilitate and accommodate development at the density permitted on the site and proposed by the development project. This. (2) Nothing in this section does notshall be construed to prohibit a local agency from requiring an emergency shelter project to comply with objective, quantifiable, written development standards, conditions, and policies that are consistent with paragraph (4) of subdivision (a) of Section 65583 and appropriate to, and consistent with, meeting the jurisdiction's need for emergency shelter, as identified pursuant to paragraph (7) of subdivision (a) of Section 65583. However, the development standards, conditions, and policies shall be applied by the local agency to facilitate and accommodate the development of the emergency shelter project.~~

~~(3) This section does not prohibit a local agency from imposing fees and other exactions otherwise authorized by law that are essential to provide necessary public services and facilities to the development project or emergency shelter.~~

~~(g) This section shall be applicable to charter cities because the Legislature finds that the lack of housing, including emergency shelter, is a critical statewide problem.~~

~~(h) The following definitions apply for the purposes of this section:~~

~~(1) "Feasible" means capable of being accomplished in a successful manner within a reasonable period of time, taking into account economic, environmental, social, and technological factors.~~

~~(2) "Housing development project" means a use consisting of either any of the following:~~

~~(A) Residential units only.~~

(B) Mixed-use developments consisting of residential and nonresidential uses in which nonresidential uses are limited to neighborhood commercial uses and to the first floor of buildings that are two or more stories. As used in this paragraph, "neighborhood commercial" means small-scale general or specialty stores that furnish goods and services primarily to residents of the neighborhood.

(C) Transitional housing or supportive housing.

(3) "Housing for very low, low-, or moderate-income households" means that either (A) at least 20 percent of the total units shall be sold or rented to lower income households, as defined in Section 50079.5 of the Health and Safety Code, or (B) 100 percent of the units shall be sold or rented to moderate-income households as defined in Section 50093 of the Health and Safety Code, or middle-income households, as defined in Section 65008 of this code. Housing units targeted for lower income households shall be made available at a monthly housing cost that does not exceed 30 percent of 60 percent of area median income with adjustments for household size made in accordance with the adjustment factors on which the lower income eligibility limits are based. Housing units targeted for persons and families of moderate income shall be made available at a monthly housing cost that does not exceed 30 percent of 100 percent of area median income with adjustments for household size made in accordance with the adjustment factors on which the moderate-income eligibility limits are based.

(4) "Area median income" means area median income as periodically established by the Department of Housing and Community Development pursuant to Section 50093 of the Health and Safety Code. The developer shall provide sufficient legal commitments to ensure continued availability of units for very low or low-income households in accordance with the provisions of this subdivision for 30 years.

(5) "Disapprove the development project" includes any instance in which a local agency does either of the following:

(A) Votes on a proposed housing development project application and the application is disapproved.

(B) Fails to comply with the time periods specified in subparagraph (B) of paragraph (1) of subdivision (a) of Section 65950. An extension of time pursuant to Article 5 (commencing with Section 65950) shall be deemed to be an extension of time pursuant to this paragraph.

(i) If any city, county, or city and county denies approval or imposes restrictions, including design changes, a reduction of allowable densities or the percentage of a lot that may be occupied by a building or structure under the applicable planning and zoning in force at the time the application is deemed complete pursuant to Section 65943, that have a substantial adverse effect on the viability or affordability of a housing development for very low, low-, or moderate-income households, and the denial of the development or the imposition of restrictions on the development is the subject of a court action which challenges the denial, then the burden of proof shall be on the local legislative body to show that its decision is consistent with the findings as described in subdivision (d) and that the findings are supported by substantial evidence in the record.

(j) When a proposed housing development project complies with applicable, objective general plan and zoning standards and criteria, including design review standards, in effect at the time that the housing development project's application is determined to be complete, but the local agency proposes to disapprove the project or to approve it upon the condition that the project be developed at a lower density, the local agency shall base its decision regarding the proposed housing development project upon written findings supported by substantial evidence on the record that both of the following conditions exist:

(1) The housing development project would have a specific, adverse impact upon the public health or safety unless the project is disapproved or approved upon the condition that the project be developed at a lower density. As used in this paragraph, a "specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.

(2) There is no feasible method to satisfactorily mitigate or avoid the adverse impact identified pursuant to paragraph (1), other than the disapproval of the housing development project or the approval of the project upon the condition that it be developed at a lower density.

(k) The applicant or any person who would be eligible to apply for residency in the development or emergency shelter may bring an action to enforce this section. If in any action brought to enforce the provisions of this section, a court finds that the local agency disapproved a project or conditioned its approval in a manner rendering it infeasible for the development of an emergency shelter, or housing for very low-, low-, or moderate-income households including farmworker housing, without making the findings required by this section or without making sufficient findings supported by substantial evidence, the court shall issue an order or judgment compelling compliance with this section within 60 days, including, but not limited to, an order that the local agency take action on the development project or emergency shelter. The court shall retain jurisdiction to ensure that its order or judgment is carried out and shall award reasonable attorney's fees and costs of suit to the plaintiff or petitioner who proposed the housing development or emergency shelter, except under extraordinary circumstances in which the court finds that awarding fees would not further the purposes of this section. If the court determines that its order or judgment has not been carried out within 60 days, the court may issue further orders as provided by law to ensure that the purposes and policies of this section are fulfilled, including, but not limited to, an order to vacate the decision of the local agency, in which case the application for the project, as constituted at the time the local agency took the initial action determined to be in violation of this section, along with any standard conditions determined by the court to be generally imposed by the local agency on similar projects, shall be deemed approved unless the applicant consents to a different decision or action by the local agency.

(l) If the court finds that the local agency (1) acted in bad faith when it disapproved or conditionally approved the housing development or emergency shelter in violation of this section and (2) failed to carry out the court's order or judgment within 60 days as described in paragraph subdivision (k), the court in addition to any other remedies provided by this section, may impose fines upon the local agency that the local agency shall be required to deposit into a housing trust fund. Fines shall not be paid from funds that are already dedicated for affordable housing, including, but not limited to, redevelopment or low- and moderate-income housing funds and federal HOME and CDBG funds. The local agency shall commit the money in the trust fund within five years for the sole purpose of financing newly constructed housing units affordable to extremely low, very low, or low-income households. For purposes of this section, "bad faith" shall mean an action that is frivolous or otherwise entirely without merit.

(m) Any action brought to enforce the provisions of this section shall be brought pursuant to Section 1094.5 of the Code of Civil Procedure, and the local agency shall prepare and certify the record of proceedings in accordance with subdivision (c) of Section 1094.6 of the Code of Civil Procedure no later than 30 days after the petition is served, provided that the cost of

preparation of the record shall be borne by the local agency. Upon entry of the trial court's order, a party shall, in order to obtain appellate review of the order, file a petition within 20 days after service upon it of a written notice of the entry of the order, or within such further time not exceeding an additional 20 days as the trial court may for good cause allow. If the local agency appeals the judgment of the trial court, the local agency shall post a bond, in an amount to be determined by the court, to the benefit of the plaintiff if the plaintiff is the project applicant.

(n) In any action, the record of the proceedings before the local agency shall be filed as expeditiously as possible and, notwithstanding Section 1094.6 of the Code of Civil Procedure or subdivision (m) of this section, all or part of the record may be prepared (1) by the petitioner with the petition or petitioner's points and authorities, (2) by the respondent with respondent's points and authorities, (3) after payment of costs by the petitioner, or (4) as otherwise directed by the court. If the expense of preparing the record has been borne by the petitioner and the petitioner is the prevailing party, the expense shall be taxable as costs.

(o) This section shall be known, and may be cited, as the Housing Accountability Act.

# **Attachment 2**

## **Definitions**

## Attachment 2

### Definitions

#### Emergency Shelters (Health and Safety Code Section 50801(e))

"Emergency shelter" means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.

#### Transitional Housing (Health and Safety Code Section 50675.2)(h)

"Transitional housing" and "transitional housing development" means buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months.

#### Supportive Housing (Health and Safety Code 50675.14(b))

Housing with no limit on length of stay, that is occupied by the target population as defined in subdivision (d) of Section 53260, and that is linked to on- or off-site services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community.

#### Target Population Definition per HSC 53260(d)

(d) "Target population" means adults with low-income having one or more disabilities, including mental illness, HIV or AIDS, substance abuse, or other chronic health conditions, or individuals eligible for services provided under the Lanterman Developmental Disabilities Services Act (Division 4.5 (commencing with Section 4500) of the Welfare and Institutions Code) and may, among other populations, include families with children, elderly persons, young adults aging out of the foster care system, individuals exiting from institutional settings, veterans, or homeless people.

# **Attachment 3**

## **Helpful Links**

## **Attachment 3**

### **Helpful Links**

#### **National Alliance to End Homelessness**

<http://www.endhomelessness.org/section/tools/tenyearplan>

#### **Interagency Council on Homelessness**

<http://www.ich.gov/>

#### **Interagency Council on Homelessness, Guide to Developing Plans and Examples**

<http://www.ich.gov/slocal/index.html>

#### **U.S. Department of Health and Human Services, Homelessness Resource Center**

[http://www.nrchmi.samhsa.gov/\(X\(1\)S\(axpyp555dhn54z45ghpgvni4\)\)/Default.aspx?AspxAutoDetectCookieSupport=1](http://www.nrchmi.samhsa.gov/(X(1)S(axpyp555dhn54z45ghpgvni4))/Default.aspx?AspxAutoDetectCookieSupport=1)

#### **The National Coalition for the Homeless – Local Resources In California**

<http://www.nationalhomeless.org/resources/local/california.html>

#### **HCD Selected Bibliography on Homeless Issues**

<http://www.hcd.ca.gov/hpd/biblio.html>

#### **Building Blocks for Effective Housing Elements**

(links to funding resources, data, policy and research on homelessness)

[http://www.hcd.ca.gov/hpd/housing\\_element/index.html](http://www.hcd.ca.gov/hpd/housing_element/index.html)

## **ORDINANCE No. 634**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING ZONE TEXT AMENDMENT 14-01 TO ADD NEW DEFINITIONS TO SUBSECTION 20.08.10 ADDING "EMERGENCY SHELTERS" AND "TRANSITIONAL AND SUPPORTIVE HOUSING," MODIFYING CMC SUBSECTION 20.64.040 TO ADD "TRANSITIONAL AND SUPPORTIVE HOUSING," AND MODIFYING CMC SUBSECTION 20.68.080 TO ADD "EMERGENCY SHELTERS."**

WHEREAS, the Cudahy City Council, pursuant to law, on June 3, 2014 conducted a public hearing and second reading of Ordinance No. 634 and conducted a public hearing; and

WHEREAS, the Cudahy City Council, pursuant to law, on June 17, 2014 conducted a public hearing and first reading of Ordinance No. 634 and continued the public hearing; and

WHEREAS, the Cudahy City Council, pursuant to law, on June 17, 2014 conducted a public hearing; and

WHEREAS, the Cudahy City Council has carefully considered all oral and written testimony offered at the public hearing; and

WHEREAS, The Cudahy Planning Commission heard on March 17, 2014 the proposed modifications and recommended approval of Resolution 14-04, approving Zone Ordinance Amendment No. 14-01.

WHEREAS, California ("State") Senate Bill 2 ("SB 2"), also known as the "Fair Share Zoning Bill" became effective as January 1, 2008, and generally requires that every city and county identify in the Housing Element of its General Plan at least one zoning district in which homeless shelters are allowed as a permitted use, without a conditional use permit, or other discretionary review. Each zone or zones must be sufficient to accommodate the locality's identified need for emergency shelter; provided that regardless of actual need determined, each local jurisdiction must identify at least one zone that can accommodate at least one year-round jurisdiction must identify at least one zone that can accommodate at least one year-round emergency shelter. SB 2 was intended to disperse homeless services, shelters, and housing issues to be "fairly shared" among all California communities in order to share responsibility for the State's homeless problems.

WHEREAS, SB 2 does not mandate that cities and counties build or fund homeless projects, only that there is zoning in place that permits development by right without a conditional use permit process or other discretionary review. SB 2 does not mandate where homeless shelter uses should be allowed in a city or county, but does require every city and county to identify actual zone or zones and site or sites that can accommodate the locality's actual unmet need.

WHEREAS, The proposed amendment to the Zoning Code will bring the City into compliance with State Law outlined in SB 2, as well as allow Cudahy to obtain proper certification of its Housing Element. This code amendment is one of the actions that must be completed for the City to qualify for an eight-year review cycle rather than four years.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF CUDAHY DOES FIND AND ORDAIN AS FOLLOWS:

**Section 1:** City Council held a first reading of Ordinance No. 634 and opened the public hearing on June 3, 2014 to consider the zone text amendment. All evidence, both written and oral, presented during said public hearing was considered by the Planning Commission in making its determination, and

A public hearing was held before the City Council of the City of Cudahy on June 17, 2014 to consider the zone text amendment. All evidence, both written and oral, presented during June 3, 2014 first reading, and public hearing was considered by the Planning Commission in making its determination.

**Section 2:** A record of the public hearing indicates that the City Council of the City of Cudahy hereby finds and determines as follows:

- A. That the proposed amendments to Title 20 (Zoning) are consistent with the goals, policies, and objectives of the General Plan; and
- B. That the proposed amendments will not adversely affect properties in the City of Cudahy.

**Section 3:** Based upon the findings contained in this Ordinance and on all other written and oral evidence in the record, the City Council hereby approves the zone text amendment based on the amendment's ability to meet the findings stated above and approves Section 20.08.010, Section 20.64.040, and Section 60.68.080 to read as follows:

**Section 20.08.010: Definitions.**

This chapter includes definitions for specific terms used herein. This list of terms is designed to clarify the zoning code's intent as it relates to land uses and

development requirements. The word "shall" indicates a mandatory requirement, except when used in connection with an action or decision of the city council or any city commission, board, or official. In these latter instances, the word "shall" shall be directory only. Whenever used in this zoning code, the word "day" shall mean a single calendar day.

"Abut" or "abutting" means the same as "adjoining."

"Access" means the place, or way, by which pedestrians and vehicles are provided adequate and usable ingress and egress to a property or use as required by this zoning code.

"Accessory use" means a use incidental to, related, and clearly subordinate to the principal use established on the same lot or parcel of land where such accessory use is located.

"Adjacent" means two or more lots or parcels of land separated by an alley, street, highway or recorded easement, or two or more objects located near or in close proximity to each other.

"Adjoining" means two or more lots or parcels of land sharing a common boundary line, or two or more objects in physical contact with each other.

"Affordable unit" refers to a housing development project in which 80 percent of the units shall be designated for very low-income households and 20 percent reserved for low-income households as those terms are defined in the health and safety code.

"Alley" means a public or private right-of-way, other than a street or highway, permanently reserved as a secondary means of vehicular access to adjoining properties.

"Amendment" means a change in the wording, Context, content, or substance of this zoning code or in the zoning map. Such changes must be adopted by ordinance by the city council in the manner prescribed by law.

"Amusement arcade" means any place open to the public where five or more amusement games are maintained for use by the public. When only a portion of the premises is used for the operation of amusement games, only that portion shall be considered as an amusement arcade.

"Amusement game" means any entertainment device for which a fee is paid to play, including, but not limited to, pinball, video or other electronic games.

"Animals – retail sales" means the retail sales of small animals (such as dogs, cats, birds, and fish), provided such activities take place within an entirely enclosed building.

"Antique shop" means an establishment primarily engaged in the sale of antiques.

"Apartment house" means a building, or a portion of a building, designed or used for occupancy by three or more households living independently of each other and containing three or more individual dwelling units within a single structure.

"Apartment unit" means a room or suite of two or more rooms with a single kitchen in a multiple family dwelling, suitable for occupancy as a dwelling unit for one household.

Arcade. See "Amusement arcade."

"Artists' studio" means a building containing work space and retail sales space for artists and artisans producing individual one-of-a-kind works of art, including individuals practicing a fine art, or skilled in an applied art or craft; provided, that the use does not impact any other use or property with noise, odor, dust, vibration, or other nuisance. This classification includes, but is not limited to, painters' studios, ceramic studios, and custom jewelry studios.

"Assessor" means the assessor of the county of Los Angeles.

"Atlantic Boulevard Corridor" refers to a specific portion of the city located adjacent to, or in the vicinity of, Atlantic Boulevard as shown on the map on file in the office of the city clerk, entitled

"Atlantic Boulevard Corridor Map."

"Automobile wrecking or automobile dismantling" means a business establishment engaged in the dismantling and/or wrecking of used motor vehicles or trailers, and/or the storage, sale, or dumping of dismantled, partially dismantled, obsolete, or wrecked vehicles or parts.

"Awning" means a roof-like cover supported entirely from the exterior wall of a building, and installed over or in front of openings or windows in a building, and consisting of a fixed or movable frame and a top of canvas or other similar material covering the entire space enclosed between the frame and the building.

"Balcony" means a platform that projects from the wall of a building, typically above the first level, and is surrounded by a rail, balustrade, or parapet on at least one side.

"Balcony, unenclosed" means a balcony open to the sky and not fully enclosed on more than two sides.

"Balloon" means a floating air-filled or gas filled object tethered to a fixed location (also see "Sign, balloon").

"Banks and savings and loans" means a state or federally chartered financial institution that provides retail banking services to individuals and businesses.

"Bars" and "cocktail lounges" means establishments where alcoholic beverages are sold for consumption on the premises. This classification excludes restaurants and commercial recreation uses that may serve alcoholic beverages incidental to the primary use.

"Basement" means that portion of a building located between the ground level or first floor of a structure.

"Billiard parlor" means an establishment that provides five or more billiard and/or pool tables.

"Building" means any structure having a roof supported by columns or by walls and intended for the shelter, housing, or enclosure of persons, animals, or property of any kind.

"Building – accessory" means a detached subordinate building, the use of which is incidental to that of the primary building or to the principal use of the land, and which is located on the same lot or parcel of land with the main building or principal use of the land.

"Building height" or "height" means the vertical distance as measured continuously along a line at existing grade bisecting the width of the lot to the highest point of a building or structure, except as provided elsewhere in this zoning code.

"Building – main" means a building in which is conducted a principal use of the lot or parcel of land upon which it is situated. In a residential or agricultural zone, any residential unit shall be deemed to be a main building upon the lot or parcel of land on which it is situated.

"Building material sales" means an establishment engaged in retailing or wholesaling of building supplies or equipment. This classification includes lumber yards and tool and equipment sales, but excludes businesses engaged in the retail sales of paint and hardware, building contractor's yards, and activities classified under "equipment leasing and rentals."

"Building wall" means the vertical surface, or any element thereof, including any structural member or group of structural members attached to the vertical surface that defines the exterior boundaries of a building.

"Business and trade school" means an establishment which provides on-site training of business, commercial, and/or trade skills such as accounting, data processing, and computer repair. This classification excludes establishments providing training in an activity that is not otherwise permitted in the applicable zone. Incidental instructional services in conjunction with another primary use shall not be considered a business and trade school.

"Camp – day" means a facility with an organized daytime program involving the supervision and care of children.

"Canopy" has the same meaning as "awning" as defined in this chapter, except that a canopy contains separate supporting posts and is not supported entirely from the exterior wall of a building.

"Carport" means a permanently roofed structure with no more than two enclosed sides, used or intended to be used for automobile shelter and storage. Cellar. See "Basement."

"Center-line" means the center-line of any street, as established by the city engineer by official surveys, and on file in the office of the city engineer.

"Check-cashing" means a business that, for compensation, engages in the business of cashing checks, warrants, drafts, money orders, or other commercial paper serving the same purpose. This classification does not include a state or federally chartered bank, savings association, credit union, or industrial loan company. Further, this classification does not include establishments selling consumer goods where the cashing of checks or money orders is incidental to the main purpose of the business.

"Church" means a facility used for religious worship and incidental religious education and/or activities, but not including private schools as defined in this chapter.

"Child care center" means a facility that provides nonmedical care to children under 18 years of age in need of personal services, supervision, or assistance essential for sustaining the activities of daily living or for the protection of the individual on less than a 24-hour basis. "Child care center" includes day care centers and family day care homes.

"City" means the city of Cudahy, state of California, referred to in this zoning code as "city," and everyone acting on behalf of the city of Cudahy, including

employee, associate, attorney, accountant, representative, officer, city manager, director, or agent of the city of Cudahy.

"Club, private" means any building or premises used by an association of persons, whether incorporated or unincorporated, organized for some common purpose, but not including a group organized solely or primarily to render a service customarily carried on as a commercial enterprise. This definition does not include "adult" business establishments.

"Clubs and lodges" means private or nonprofit organizations providing meeting, recreational, or social facilities primarily for use by members and/or guests.

"Commercial printing" means a business providing printing, blueprinting, photocopying, engraving, binding, or related services.

"Commercial vehicle" means a vehicle which, when operated on a street, is required to be registered as a commercial vehicle under the State Vehicle Code, and which is used or maintained for the transportation of persons for hire, compensation, or profit, or which is designed, used, or maintained primarily for the transportation of property.

"Commission" refers to the planning commission of the city of Cudahy.

"Communications facility" means an establishment engaged in broadcasting, recording, and other communication services accomplished through electronic or telephonic mechanisms. This classification includes, but is not limited to, radio, television, or recording studios, telephone switching centers, and telegraph offices.

"Communications facilities, wireless" means an unstaffed facility for the transmission or reception of wireless telecommunication services, commonly consisting of an antenna array, connection cables, a support structure, and ancillary support facilities.

"Community center" means a building, buildings, or portions thereof used for recreational, social, educational, and cultural activities where buildings and associated improvements are owned and/or operated by a public, nonprofit, or public serving group or agency.

"Condominium" means an undivided interest in common in a portion of real property coupled with a separate interest in space called a "unit," the boundaries of which are described on a recorded final map, parcel map, or condominium plan. The description of the unit may refer to: (a) boundaries described in the recorded final map, parcel map, or condominium plan, (b) physical boundaries, either in existence, or to be constructed, such as walls, floors, and ceilings of a

structure or any portion thereof, (c) an entire structure containing one or more units, or (d) any combination thereof. An individual condominium within a condominium project may include, in addition, a separate interest in other portions of the real property. This term shall also include stock cooperative developments.

"Condominium project" means a common interest development consisting of condominiums. The following terms, when used in reference to condominiums or condominium projects, shall be defined as follows:

"Condominium common area" means the entire project excepting all units or common area granted or reserved.

"Condominium documents" means the declaration and the condominium plan.

"Convalescent facilities" means a business establishment engaged in providing care on a 24-hour basis for persons requiring regular medical attention, but excluding facilities providing surgical or emergency medical services.

"Convalescent home" means a home or establishment offering or providing lodging, meals, nursing, dietary, or other personal services to five or more convalescents, invalids, or aged persons, but shall not include surgery or the care of persons with contagious or communicable diseases.

"Conversion (condominium)" means a change in the type of ownership of a parcel or parcels of land, together with the existing structures, from rental housing, as defined in this chapter, to a condominium, community apartment, planned development, stock cooperative, or common interest development.

"County" refers to the county of Los Angeles.

"Court" means an open, unoccupied space, bounded on two or more sides by the walls of a building. "Inner court" is a court entirely enclosed within the exterior walls of a building. All other courts are referred to as outer courts.

"Day care center, adult" means a state-licensed facility designed to provide necessary care and supervision to persons 18 years of age or older on less than a 24-hour basis. "Adult day care centers" include the various types of adult day services as defined under state law that include "adult day care facilities," "adult social day care facilities," and "adult day health care facilities."

"Day care center, children" means a state licensed facility, other than a family day care home, providing nonmedical care and supervision to children under 18 years of age on less than a 24-hour basis. "Child day care centers" shall include

"day care centers" as defined under state law, which include infant centers, preschools, and extended day care facilities.

"Deck" means a platform other than a balcony, either freestanding or attached to a building, without a roof, that is supported by pillars, posts, or walls.

"Director," "director of planning" and "planning director" refers to the community development director or his or her designee.

Drive-Thru. See "Establishment with drive-up service."

"Driveway" means an appropriately paved and privately owned surface or road that provides access to off-street parking or loading facilities.

"Duplex" means a structure consisting of two dwelling units.

"Dwelling" or "dwelling unit" means a building, or portion thereof, consisting of one or more rooms, including a kitchen, which is designed and used or available for use exclusively as a single residence and which otherwise conforms to the provisions of this zoning code.

"Dwelling, multiple-family" or "multifamily residential development" means one or more buildings located on a lot containing a total of two or more dwellings within a structure.

"Dwelling, single-family" means a structure consisting of one dwelling unit, designed exclusively for the occupancy of a single household, no portion of which shall be rented, leased, or otherwise conveyed as additional dwelling units.

***Emergency Shelter: Emergency Shelter means housing with minimal supportive services for homeless persons that is limited to occupancy of six months or less by a homeless person. No individual or household may be denied emergency shelter because of an inability to pay.***

"Establishment with drive-up service" means a business or institution providing services accessible to persons who remain in their automobiles.

"Facilities maintenance and construction shops" means business establishments or activities supporting the maintenance of facilities on the same site as the primary use, including, but not limited to, machine shops, carpenter shops, electric shops, sheet metal shops, and mechanical and plumbing shops.

"Family" means an individual or two or more persons related by blood, marriage, or adoption, or a group of not more than five persons, excluding servants, who

need not be related by blood, marriage, or adoption, living together in a dwelling unit, but not including limited residential care facilities.

“Family day care home – large” means a dwelling that regularly provides care, protection, and supervision for 12 or fewer children under the age of 10, in the provider’s own home, for periods of less than 24 hours per day.

“Family day care home – small” means a dwelling that regularly provides care, protection, and supervision for one to six children, inclusive, including children under the age of 10.

“Fire arm sales or rearms business” means an establishment having at least 25 percent of its gross floor area devoted to the sale of fire arms, ammunition and ammunition components, and hunting or shooting equipment.

“Floor area, gross” means the total horizontal area of all the floors of a building included within the surrounding walls, exclusive of vent shafts and courts.

“Floor area, net” means the total usable floor area within all floors of a building included within the surrounding walls.

“Floor area ratio” means the numerical value obtained through dividing the gross floor area of a building or buildings by the total area of the lot or parcel of land on which such building or buildings are located.

“Food and beverage sales” means a business establishment where the primary use involves the retail sales of food and beverages for off-site preparation and consumption. Typical uses include grocery markets and delicatessens. This category does not include liquor stores.

“Food manufacturing” means a business establishment engaged in manufacturing, processing, and/or packaging of food products for wholesaling and distribution. This use may include incidental direct sale to consumers of the products manufactured on site, souvenirs, and ancillary tasting facilities for the public.

“Garage, common parking garage” means a structure with a common vehicular entrance and exit which is used to park vehicles in parking spaces and which otherwise conforms to the requirements of this zoning code.

“Garage, private” means a detached accessory building, or a portion of a main building on the same lot, enclosed on three sides and with a door capable of enclosing the fourth side, for the parking or temporary storage of vehicles owned by the occupants of the premises.

"General plan" means the general plan of the city of Cudahy, consisting of the general plan and map, adopted by the city council.

"Grade, existing" means the surface of the ground or pavement at a specific location as it existed prior to disturbance in preparation for a construction project.

"Grade, finished" means the finished surface elevation of the ground or pavement at a specific location after the completion of a construction project.

"Grade, ground level" means the average level of the finished ground surface surrounding a building, measured at the center of all walls of the building.

"Gradient" means the rate of vertical change of a ground surface expressed in a percentage and determined by dividing the vertical distance by the horizontal distance.

"Guest house" refers to living quarters, having no kitchen facilities, located within an accessory building located on the same premises with a main building and occupied solely by members of the family, temporary guests, or persons permanently employed on the premises.

"Hazardous waste" means any waste, or combination of wastes, which because of its quantity, concentration, or physical, chemical, or infectious characteristics may: (a) exhibit toxicity, corrosivity, flammability, and/or reactivity; (b) cause, or significantly contribute to, an increase in serious irreversible, or incapacitating reversible, illness; or (c) present a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported, or disposed of, or otherwise managed.

"Hazardous waste facility" means all contiguous land, structures, other appurtenances, and improvements within a property, used for handling, treating, storing, or disposing of hazardous wastes.

"Health and physical fitness clubs" means private athletic clubs and gymnasiums including, but not limited to, weight training facilities, aerobic exercise floors, racquetball courts, swimming pools, and similar athletic facilities.

Height. See "Building height."

"Home occupation" means an occupational activity carried on by the occupant(s) of a residential dwelling as a secondary use in connection with which there is no display, no walk-in customers, no stock-in-trade, nor commodity sold upon the premises, no person employed, and no mechanical equipment used, except such as is necessary for housekeeping purposes.

“Hospital” means a facility providing medical, surgical, psychiatric, and/or emergency medical services to sick or injured persons, primarily on an in-patient basis. This classification includes incidental facilities for out-patient treatment, as well as training, research, and administrative services for patients and employees.

“Hotel” or “motel” means one or more buildings containing guest rooms or dwelling units, with one or more such rooms or units having a separate entrance leading directly from the outside of the building or from an interior court. Such facilities are designed to be used, or intended to be used, rented, or hired out for temporary or overnight accommodations for guests, and are offered primarily to patrons by signs or other advertising media. This classification may contain public meeting rooms and eating, drinking, and banquet services associated with the facility.

“Household” means a single individual or group of individuals, unrelated or related by blood or marriage, residing in a dwelling unit.

“Household pet” means a domesticated animal commonly maintained within a residence.

“Junk yard” means the use of a lot, or the use of any portion of a lot, for the dismantling of machinery or for the storage or keeping for sale of parts and equipment resulting from such dismantling or wrecking, or for the storage or keeping of junk, including scrap metals or other scrap materials.

“Kennel” means any lot or premises on which four or more dogs or cats at least four months of age are boarded or trained.

“Kitchen” means a room in a building or dwelling unit that is used in the cooking or preparation of food.

“Laboratory” means an establishment providing analytical or testing services, including, but not limited to, chemical labs, dental-medical labs, optical labs, and labs conducting mechanical, electrical, physical, or environmental tests, as well as research and development.

“Landscaping” means the planting and maintenance of live trees, shrubs, ground cover, and lawn areas, including the installation of irrigation systems required by the provisions of this zoning code. “Landscaping” may include inorganic decorative materials of natural or manmade origin if used to accent or complement, but in no case imitate, the natural vegetation. Inorganic decorative materials used in landscaping may include rock, stone, wood, waterfalls,

fountains, pools, sculptures, benches, and architectural screens, walls, and fences.

“Liquor store” means a business establishment having at least 50 percent of its gross floor area used for the sale of alcoholic beverages intended for off-site consumption.

“Loading space” means an off-street space on the same lot with a main building, or contiguous to a group of buildings, for the temporary parking of commercial vehicles while loading or unloading, and which has access from a street, alley, or other permanent means of ingress and egress.

“Lot” means real property with a separate and distinct number or other designation shown on a plat recorded in the office of the county recorder as a part of an approved subdivision.

“Lot area” means the total area, measured in a horizontal plane, included within the lot lines of a lot or parcel of land.

“Lot, corner” means a lot located at the intersection of two or more streets at an angle of not more than 135 degrees. If the angle is greater than 135 degrees, the lot shall be considered an interior lot.

“Lot, cul-de-sac” means a lot fronting on, or with more than one-half (50 percent) of its lot frontage, on the turnaround end of a cul-de-sac street.

“Lot depth” means the horizontal distance between the front and rear lot lines, measured in the mean direction of the side lot lines.

“Lot, interior” means a lot other than a corner or reversed corner lot.

“Lot, key” means any lot where the side property line abuts the rear property line of one or more lots, and where such lots are not separated by an alley or any public way.

“Lot line” means any line bounding a lot as defined in this chapter.

“Lot line, exterior” means a lot line abutting a street.

“Lot line, front” means, on an interior lot, the front lot line of the property line abutting the street, except in those cases where the latest tract deed restrictions specify another line as the front lot line. On a corner or reversed corner lot, the front lot line is the shorter property line abutting a street. On a through lot, or a lot with three or more sides abutting a street, or a corner or reversed corner lot with lot lines of equal length, the zoning administrator shall determine which

property line shall be the front lot line for purposes of compliance with the setback provisions of this zoning code.

“Lot line, interior” means a lot line not abutting a street.

“Lot line, rear” means a lot line not abutting a street that is opposite and most distant from the front lot line. For triangular lots where there is no rear lot line, the rear lot line shall be defined as the point at which the side lot lines intersect.

“Lot line, side” means any lot line that is not classified as a front lot line or rear lot line.

“Lot line, zero” means a lot line that does not have any side yard setback.

“Lot, reversed corner” means a corner lot, the side line of which is substantially a continuation of the front lot lines of the lot to its rear.

“Lot, through” means a lot having frontage on two parallel or approximately parallel streets. A through lot may have no rear lot line.

“Lot width” means the horizontal distance between the side lot lines measured at right angles to the lot depth line at a distance located midway between the front and rear lot lines.

#### Exhibit 20.08-1

#### Illustration of “Lot” Definitions\*

\* Code reviser’s note: Exhibit 20.08-1 is on file in the office of the city clerk.

“Main building” means a building that is designed, and used for, or intended to be used, to accommodate the principal use on the lot. In residential zones, any dwelling shall be considered the main building on the lot.

“Maintenance and repair services” means an establishment providing household appliance repair, furniture repair, office machine repair, bicycle repair, or building maintenance services. This classification excludes maintenance and repair of motor vehicles, boats, or ships.

“Mansard” or “mansard roof” means a roof having two slopes on all sides with the lower slope steeper than the upper one.

“Manufactured housing” means a mobile home, or manufactured housing unit, as defined by and installed in accordance with California Health and Safety Code Sections 18008 and 18551, respectively, and factory-built housing as defined by California Health and Safety Code Section 19971.

"Medical clinic" means any facility providing physical or mental health service, and medical or surgical care of the sick or injured, but shall not include in-patient or overnight accommodations. Activities included within this definition are health centers, health clinics, and doctors' offices.

"Mini-warehouse" or "self-storage facilities" means a warehouse operation serving the public where customers rent or lease, and have direct access to, individual storage areas, compartments, or rooms within a larger structure or structures provided for storage use. This use may also include limited caretaker facilities.

"Mortuary" means an establishment providing services such as preparing the deceased for burial, and arranging and managing funerals and related services, and may include limited caretaker facilities. This classification excludes cemeteries, crematoriums, and columbariums.

Motel. See "Hotel."

"Nonconforming improvement" means a building and/or improvement, or portion thereof, which does not conform to current zoning code regulations.

"Nonconforming structure, lawful or legal" means any structure or improvement that was lawfully established and in existence at the time this zoning code or any amendment became effective, but no longer complies with all of the applicable regulations and standards of the zone in which the structure or improvement is located.

"Nonconforming use, lawful or legal" means any use of land or property that was lawfully established and in effect at the time this zoning code or any amendment became effective, but no longer complies with all of the applicable regulations and standards of the zone in which the use is located.

"Offices, government" means administrative, clerical, or public contract offices of a government agency, including postal facilities, together with incidental storage and maintenance of vehicles.

"Offices, medical" means offices or health facilities providing health services, including without limitation preventative and rehabilitation treatment, diagnostic services, and testing and analysis, but excluding in-patient services and overnight accommodations. This classification includes without limitation offices providing medical, dental, surgical, rehabilitation, podiatric, optometric, chiropractic, and psychiatric services, and medical or dental laboratories incidental to such offices.

"Offices, professional" means offices for firms or organizations providing professional, executive, management or administrative services, such as

architectural, engineering, real estate, insurance, investment, or legal offices. This classification excludes savings and loan associations, banks, and medical offices.

“Off-street parking facility” means a lot, or portion thereof, improved and used for the parking of vehicles, including, but not limited to, enclosed garages and parking structures, open parking areas, aisles, driveways, and appurtenant landscaped planters and their improvements.

“Outdoor advertising” means the use of signs or other measures soliciting public support or directing public attention to the sale, lease, hire, or use of any objects, products, services, or functions which are not produced, sold, or otherwise available on the premises where such signs are erected or maintained.

“Outdoor living space” means either an open passive landscaped area specifically designed, improved, and maintained to enhance the architectural design, privacy, and general environmental quality of a residential development or an easily accessible public or private activity area specifically designed, improved, and maintained for outdoor living and/or recreation by occupants of the residential development.

“Parcel” means a contiguous quantity of land owned by, or recorded as the property of, the same claimant or person.

“Parking space” means a space within an off street parking facility that has the minimum attributes of size, location, and design specified in Chapter 20.80 CMC (Off-Street Parking and Loading Requirements).

“Parks and recreation facilities” uses include, but are not limited to, land and interests in land; swimming pools; tennis, volleyball and basketball courts; baseball grounds; play areas; turf; sprinkler systems; community center buildings; recreation buildings; and other works, properties, structures, and facilities necessary or convenient for public park, playground, or recreation purposes.

“Pawn shop” means a business establishment engaged in the buying or selling of new or secondhand merchandise and offering loans secured by personal property.

“Performance art facilities” means a public building used for theatrical performances, concerts, recitals, and similar entertainment. This classification excludes commercial cinemas or theaters.

“Personal convenience service” means a business establishment providing recurrently needed services of a personal nature. This classification includes, but

is not limited to, barber and beauty shops, seamstresses, tailors, shoe repair shops, photocopying, retail dry cleaning establishments (excluding wholesale dry cleaning plants), self-service laundromats, and similar services. This classification excludes massage parlors, tattoo parlors, and/or skin piercing establishments.

"Personal improvement service" means a business establishment providing instructional services or facilities, including, but not limited to, photography, fine arts, crafts, dance or music studios, driving schools, modeling agencies, reducing salons, and health or physical fitness clubs. Incidental instructional services associated with a retail use shall be classified as "retail sales" rather than "personal improvement services."

"Planned unit development" means the planning, construction, or implementation and operation of any use or structure, or a combination of uses and structures, on a single parcel of land based on a comprehensive and complete design or plan treating the entire complex of land, structures, and uses as a single project.

"Plant nursery" means a site used to raise trees, shrubs, flowers, and other plants for sale or for transplanting, and where all merchandise (other than plants) is kept within an enclosed building or fully screened enclosure, and fertilizer of any type is stored and sold in package form only.

"Public building" means a building owned and operated by a public agency for public use.

"Public safety facility" means a public facility providing public safety and emergency services, including police and fire protection, and associated support and training facilities.

"Public utility facility" means a building or structure used by any public utility including, but not limited to, any gas treatment plant, reservoir, tank, or other storage facility, water treatment plant, well, reservoir, tank or other storage facility, electric generating plant, distribution or transmission substation, telephone switching or other communications plant, earth station or other receiving or transmission facility, any storage yard for public utility equipment or vehicles, and any parking lot for parking vehicles or automobiles to serve a public utility. The term "public utility" shall include every gas, electrical, telephone and water corporation serving the public or any portion thereof for which a certificate of public convenience and necessity has been issued by the state Public Utility Commission.

"Recreational facility" means a publicly owned and operated recreational structure or building, such as a tennis court, swimming pool, multipurpose community building, or similar use.

"Recyclable material" means a reusable material, including, but not limited to, metals, glass, plastic, and paper, and which is intended for reuse, remanufacture, or reconstitution for the purpose of using the altered form.

"Recyclable material" shall not include refuse or hazardous materials. "Recyclable material" may include used motor oil collected and transported in accordance with Section 25250.11 and Section 25143.2(b)(4) of the State Health and Safety Code.

"Recycling facility" means a center for the collection and/or processing of recyclable materials. "Certified recycling facility" or "certified processor" refers to a recycling facility certified by the State Department of Conservation as meeting the requirements of the State Beverage Container Recycling and Lifter Reduction Act of 1986. A "recycling facility" does not include storage containers or processing activities located on the premises of a residential, commercial, or manufacturing use, and used solely for the recycling of material generated by such residential property, business, or manufacturer.

"Recycling, collection facility" means a center for the acceptance of recyclable materials from the public by donation, redemption, or purchase.

"Recycling, processing facility" means a building or enclosed space used for the collection and processing of recyclable materials. "Processing" means the preparation of material for efficient shipment, or to an end user's specifications, by such means as baling, briquetting, compacting, flattening, grinding, crushing, mechanical sorting, shredding, cleaning, and remanufacturing.

"Rental unit" means a housing unit leased for the occupancy of a residential household.

"Residence" means one or more rooms designed, used, or intended to be used as permanent living quarters for a household, and not as temporary or overnight accommodations.

"Residential care facility, limited" means a business establishment providing 24-hour nonmedical care for six or fewer persons in need of personal services, supervision, protection, or assistance essential for sustaining the activities of daily living. This classification includes only those services and facilities licensed by the state of California.

Rest Home. See "Convalescent home."

"Restaurant, delivery" means a business establishment that is maintained, operated, and/or advertised or held out to the public as a place where orders for food and beverages may be placed in person or by telephone, facsimile, copier, or other off-site means of communication, from a limited menu, and which orders are delivered to a location directed by the customer.

"Restaurant, fast-food" means a business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverages are served to customers from a serving counter in disposable containers or wrappers and where food and meals are generally prepared in advance for immediate sale, and which may include inside seating, drive-through service, delivery service, and take-out/carry-out service.

"Restaurant, sit-down" means a business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverages are served to the public on demand from a menu during stated business hours, served in and on reusable containers and dinnerware, to be consumed on the premises primarily inside the building at tables, booths, or counters, with chairs, benches, or stools. This use may include incidental delivery service utilizing no more than two delivery vehicles.

"Restaurant, take-out" means a business establishment that is maintained, operated, and/or advertised or held out to the public as a place where food and beverages are served in disposable containers or wrappers from a serving counter for consumption exclusively off the premises.

"Retail sales" means a business establishment engaged in the retail sale of merchandise not specifically listed under another use classification as defined in this chapter. This classification includes, but is not limited to: department stores, clothing stores, furniture stores, and businesses retailing the following goods: toys, hobby materials, handcrafted items, jewelry, cameras, photographic supplies, books, electronic equipment, records, sporting goods, kitchen utensils, hardware, appliances, antiques, art supplies, paint and wallpaper, carpeting and floor covering, office supplies, bicycles, and new automotive parts and accessories (excluding service and installation). This classification excludes thrift shops and pawnshops.

"Room" means an unsubdivided portion of the interior of a dwelling, excluding bathrooms, kitchens, closets, hallways, and service porches.

"School, private" means an educational institution having a curriculum comparable to that required in the public schools of the state of California.

"Secondary residential unit" means a detached dwelling unit that provides complete, independent living facilities for one or more persons. A secondary residential unit shall include permanent provisions for living, sleeping, eating, cooking, and sanitation on the same lot on which the primary unit is situated.

“Senior housing project” means a housing development in which 100 percent of the project rental units are intended to be occupied by persons who are 62 years of age or older, or married couples, of which one spouse is over 62 years of age.

Service Station. See “Vehicle – service station.”

“Setback” means a required open space on an improved lot that is unoccupied by buildings and unobstructed by structures from the ground upward, except for projections and accessory buildings permitted by the provisions of this zoning code. Setbacks shall be measured as the shortest distance between a property line and the nearest vertical support or wall of the building, enclosed or covered porch, or other structure.

Exhibit 20.08-2

Illustration of “Setback” Definitions\*

\* Code reviser’s note: Exhibit 20.08-2 is on file in the office of the city clerk.

“Setback, between buildings” or “setback between dwelling units” means a required open space between separate buildings or between separate dwelling units on the same lot or building site. Such setback shall be measured as the minimum distance between the nearest vertical support or wall of each building or enclosed or covered porch.

“Setback, exterior side” means a side setback abutting a street.

“Setback, front” means a setback extending across the full width of the front of the lot, the minimum and/or average dimensions of which are determined by the property development standard of the applicable zone in which such lot is located.

“Setback, rear” means a setback extending across the full width of the rear of a lot, the minimum and/or average dimensions of which are determined by the property development standards of the applicable zone in which such lot is located.

“Setback, side” means a setback extending from the required front setback to the required rear setback, or to the front and/or rear property lines where no front and/or rear setback is required by the provisions of this zoning code, the minimum and average dimensions of which are determined by the property development standards of the applicable zone in which such lot is located.

“Sign” means any device used for visual communication that includes any announcement, declaration, demonstration, display, illustration, or insignia,

visible from the outside, and which is used to advertise or promote the interests of any person, business, group, or enterprise.

#### Exhibit 20.08-3

#### Illustration of "Sign" Definitions\*

\* Code reviser's note: Exhibit 20.08-3 is on file in the office of the city clerk.

"Sign, A-frame" means a freestanding sign usually hinged at the top or attached in a similar manner, and widening at the bottom to form a shape similar to the letter "A." Such signs are usually designed to be portable, and are not considered to be permanent signs or displays.

"Sign, animated" means any sign that uses movement or change in lighting, either natural or artificial, to depict action or create a special effect or scene. "Animated signs" shall include, but are not limited to: any sign, all or a portion of which rotates, moves, or appears to move in some manner by mechanical, electrical, natural, or other means; and flashing riders, arrows, and other similar attachments which, by method or manner of illumination or lighting, flash on or off, wink, or blink, with varying light intensity, show motion or create the illusion of motion, or revolve in a manner to create the illusion of being on or off. "Animated signs" do not include time-temperature signs.

"Sign, area" means the entire area within a single continuous perimeter that encloses the extreme limits of writing, representation, emblem or any figure of similar character, together with any frame, background area of sign, structural trim, or other material or color forming an integral part of the display or used to differentiate such sign from the background against which it is placed. Those portions of the sign that support (or the base) and that do not function as a sign shall not be considered part of the sign area.

"Sign, awning or canopy" means a nonelectric sign that is printed on, painted on, or attached to an awning or canopy.

"Sign, balloon" means one or more balloons used as a permanent or temporary sign or as a means of directing attention to any business or profession, or to a commodity or service sold, offered, or manufactured, or to any entertainment.

"Sign, banner or flag" means any cloth, bunting, plastic, paper, or similar material used for advertising purposes attached to or pinned on or from any structure, staff, pole, line, framing, or vehicle, but not including official national, state, or municipal flags.

"Sign, billboard" means a structure of any kind erected or used for promoting or advertising an interest other than that of a business, individual, products, or

service available on the premises where the sign is located. Signs of an official nature are not considered billboard signs.

“Sign, construction” means a temporary sign erected on the lot on which construction is taking place, indicating the names of the architects, engineers, contractors, painters, and similar artisans, and the owner, financial supporters, sponsors, and similar individuals or firms having a major role or interest with respect to the structure or project.

“Sign copy” means the words, letters, or symbols displayed on a sign.

“Sign, directional” means a sign designed solely to provide direction or guidance to pedestrians or vehicular traffic.

“Sign, directory” means a sign listing the tenants or occupants and their suite number of a building or center.

“Sign, freestanding” means a sign that is completely supported by structures or other supports that are placed on or anchored in the ground and are independent from any building or other structure.

“Sign, hanging” means any sign which is supported or suspended from the underside of an awning, canopy, parapet overhang of a building, or pedestrian arcade.

“Sign, identification” means a sign providing the name, address, and lawful use of the activity to which it relates and contains no other form of advertisement.

“Sign, information” means a sign which provides a service, direction, or courtesy information intended to assist the public and which is not displayed for the general purpose of advertising products or services. Information signs shall include the location of business facilities (e.g., store entrances, walk-up windows, self-service operations); and courtesy information (hours of operation, menus, “credit cards accepted,” restrooms, “no solicitors”). “Information signs” do not include fuel price signs or traffic directorial signs, nor shall they be part of any sign whose primary function is business identification.

“Sign, logo” means a symbol, design, or graphic representation, separate from the sign text that identifies a business, activity, product, or company.

“Sign, menu board” means a portable or freestanding sign displaying the type and price of food and beverages sold in connection with permitted outdoor dining, or a freestanding sign permanently affixed to the ground in connection with drive through restaurant service. This definition is not meant to apply to signs displaying menu information that are attached to a building (such signs are

included within definitions for wall or projecting signs, whichever the case may be).

"Sign, monument" means an independent structure other than a pole sign supported from grade to the bottom of the sign with the appearance of having a solid base.

"Sign, pennant" means any all-weather lightweight plastic, fabric, or other material, whether or not containing a message of any kind, suspended from a rope, wire, or string, usually in series, designed to move in the wind.

"Sign, pole" means a freestanding sign permanently affixed to the ground by a single pole.

"Sign, political" means a temporary sign supporting or opposing political candidates, ballot propositions, or issues of national, state, or local concern.

"Sign, portable" means any sign not permanently attached to the ground or other permanent structure, or a sign designed to be transported, including, but not limited to, signs designed to be transported by means of wheels; A-frames; sandwich board signs; and umbrellas used for advertising.

"Sign, projecting" means any sign which projects from and is supported by a wall of a building with the display surface of the sign perpendicular to the building wall.

"Sign, pylon" means a freestanding sign other than a pole sign, permanently affixed to the ground by supports, but not having the appearance of a solid base. "Sign, reader board and changeable copy" means a sign announcing events, or containing text and/or graphics, the message of which is periodically changed.

"Sign, real estate" means a temporary sign advertising real property for sale, rent, or lease.

"Sign, roof" means a sign erected on a roof or projecting above the eave of a building or coping of a parapet. A sign erected on top of a canopy, arcade, awning, or marquee is a roof sign.

"Sign, temporary" means any sign not constructed or intended for long-term use. "Temporary signs" include, but are not limited to, banners, flags, pennants, balloons, dirigibles, beacons, and searchlights.

"Sign, time-temperature" means an electronic or mechanical device that indicates time and/or temperature, but contains no business identification or advertising.

"Sign, vehicle" means any sign permanently or temporarily attached to or placed on a vehicle or trailer.

"Sign, wall" means any sign affixed to or painted directly upon a building face or wall in such a manner that the face of the sign is substantially parallel to the plane of the building face or wall.

"Sign, window" means any sign that is displayed on or through a window and which may be viewed from a street, walkway, parking lot, or pedestrian area.

"Snack shop" means a business establishment that is maintained, operated, and/or advertised or held out to the public as serving snack foods, such as donuts, ice cream, yogurt, candy, cookies, bakery items, beverages, and similar items to be consumed either on the premises or off the premises.

"Solid fill" means any noncombustible materials insoluble in water, such as soil, rock, sand, or gravel, that can be used for grading land or filling depressions.

"Story" means "story" as defined in the currently adopted and effective Uniform Building Code of the city.

"Story, half" means a story with at least two of its opposite sides situated immediately under a sloping roof, with the floor area of said story not in excess of two-thirds of the floor area of the floor immediately below it.

"Street" means a public thoroughfare or right-of-way acquired for use as such, or an approved private thoroughfare or right-of-way, other than an alley, which affords the principal means of access to abutting property. "Street" shall include all major and secondary highways, traffic collector streets, and local streets.

Street, Center-Line. See "Center-line."

"Street line" means the boundary line between the street right-of-way and abutting property.

"Structural alteration" means any change in the supporting members of a building, such as bearing walls, columns, beams, girders, floor joists, ceiling joints, or roof rafters.

"Structure" means any physical improvement constructed or erected, including an edifice or building of any kind, or any piece of work artificially constructed or composed of parts jointed together in some definite manner, and which structure requires location on or in the ground or is attached to another improvement or in the ground, including fences, walls, swimming and wading pools, and patios.

***Supportive Housing: Supportive Housing means housing with no limit on length of stay, that is occupied by persons and families who were homeless when approved for tenancy in the supportive housing project in which they currently reside, and that is linked to onsite or offsite services that assist the supportive housing resident in retaining the housing, improving his or her health status, and maximizing his or her ability to live and, when possible, work in the community; as defined by Section 50675.14 of the Health and Safety Code.***

“Swap meet” means any indoor or outdoor place, location, or activity where new or used goods or secondhand personal property is offered for sale or exchange to the general public by a multitude of individual licensed vendors, usually in compartmentalized spaces; and where a fee may be charged to prospective buyers for admission, or a fee may be charged for the privilege of offering or displaying such merchandise. The term “swap meet” is interchangeable with, and applicable to, flea markets, auctions, open air markets, farmer’s markets, or other similarly named or labeled activities; but the term does not include the usual supermarket or department store retail operations.

“Structure, advertising” means a structure existing, erected, or maintained to serve exclusively as a stand, frame, or background for the support or display of signs.

“Tandem parking” means a sequence of two or more parking spaces, occurring in a single vertical or horizontal row, one behind the other, connected by the smaller side of the parking stall, usually front and back.

“Thrift shop” means a business establishment primarily engaged in the sale of used clothing, household goods, furniture, or appliances. This classification does not include antique shops.

“Townhouse” means a single-family dwelling which visually appears to share one or more common walls with an adjacent single-family dwelling, but which, in fact, is structurally and functionally independent of any other single-family dwelling.

“Trailer coach” means any vehicle, with or without motor power, designed or used for human habitation and constructed to travel on the public thoroughfares in accordance with the provisions of the California State Vehicle Code.

“Trailer park” or “mobile home park” mean a site designed and equipped for the harboring, parking, or storing of one or more trailers or mobile homes being used as living and/or sleeping quarters.

"Trailer site" means that portion of a trailer park designated for use or occupancy of one trailer coach and including all appurtenant facilities.

"Transfer station, waste" means an area, including any necessary building or structures, for the temporary storage and the salvage of rubbish, garbage, or industrial waste. This definition also includes material recovery facilities.

***Transitional Housing: Transitional Housing means a building or buildings configured as rental housing developments, but operated under program requirements that call for the termination of assistance and recirculation of the assisted unit to another eligible program recipient at some predetermined future point in time, which shall be no less than six months; as defined in Section 50675.2 of the Health and Safety Code. Transitional Housing does not include state licensed residential care facilities, also referred to as care homes.***

"Triplex" means a structure containing three individual residential dwelling units.

"Trucking terminal" means a business engaged in the storage and distribution of goods having more than five heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time, but excluding trucking accessory to another industrial use on the site.

"Use" means the purpose for which land or a building is arranged, designed, or intended, or for which either land or a building is or may be occupied, utilized, or maintained.

"Variance" means a modification of a literal provision of this zoning code, granted by an administrative or quasi-judicial act in accordance with the provisions of this zoning code.

"Vehicle – automobile washing" means a business engaged in the washing, waxing, cleaning, and/or detailing of automobiles or similar light vehicles.

"Vehicle – body and fender shop" means a business establishment involved in the repairing, restoring, and/or painting of the bodies of motor vehicles.

"Vehicle – rentals" means a business engaged in the sale, lease and/or rental of automobiles and light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), including storage and incidental maintenance and repair.

“Vehicle – repair garage” means any site and improvements used for the repair and maintenance of automobiles, motorcycles, light trucks (having a rating of less than 10,001 pounds, an unladen weight of less than 6,001 pounds, and equipped with an open box-type bed less than nine feet in length), or other similar passenger vehicles licensed by the State Department of Motor Vehicles. This classification shall not include the repair or maintenance of motor homes or commercial vehicles as defined in Section 3-7.901 of this zoning code. “Motor vehicle repair garage” shall be construed broadly to include the place where the following types of commonly known garage or shop activities occur: tune-up and muffler work, parts and tire sales and installation, wheel and brake work, engine and transmission overhaul, and installation of car alarms and car stereos. “Motor vehicle repair garage” shall not include automobile wrecking, dismantling, or salvage, motor vehicle body and fender shops, or tire retreading or recapping.

“Vehicle – service station” means a business establishment primarily engaged in the retail sale of vehicle fuel and lubricants. This classification includes facilities having service bays for vehicle service and repair. Such service and repair may include the sale of tires, batteries, and other parts and products related to the operation of a motor vehicle; minor tune-up; lubrication and parts replacement; nonmechanical car-washing, polishing, and waxing; and other light work related to preventive maintenance and upkeep, but may not include maintenance and repair of large trucks or other large vehicles, or body and fender work on any vehicles.

“Vehicle – towing/storage” means a business establishment providing towing and/or storage of operative or inoperative vehicles. This classification includes the storage of parking tow-aways, impound yards, and storage lots for buses and recreational vehicles, but does not include vehicle dismantling.

“Visual obstruction” means any physical obstruction which limits the visibility of persons in motor vehicles or pedestrians approaching intersecting or intercepting streets, alleys, driveways, or other public rights-of-way.

“Wall” or “fence” means a structure forming a physical barrier, including, but not limited to, concrete, concrete block, wood, or other materials which are solid and are so assembled as to form a barrier.

“Warehouse retail” means an off-price or wholesale retail/warehouse establishment exceeding 70,000 square feet of gross floor area and offering a full range of general merchandise to the public.

“Warehouse retail, specialty” means an off price or wholesale retail/warehouse establishment exceeding 30,000 square feet of gross floor area and offering a limited range of merchandise, serving both wholesale and retail customers.

“Wholesaling, distribution and storage” means a business engaged in storage and distribution, and having five or fewer heavy trucks (having a rating of more than 10,000 pounds and/or an unladen weight of more than 6,000 pounds) on the premises at any one time. Wholesaling establishments may include no more than 10 percent or 1,000 square feet of floor area, whichever is less, for the incidental direct sale to consumers of only those goods distributed wholesale. This classification excludes “mini-warehouse” or “self-storage facilities” and “vehicle – towing/storage.”

“Wholesale dry-cleaning plant” means a dry cleaning establishment having at least 51 percent of its gross sales to licensed dry cleaners. “Without prejudice” is a term used when rights or privileges are not waived or lost.

“Yard” means an open space on a lot or parcel of land, other than a court, unoccupied and unobstructed by a building from the ground upward.

“Yard, front” means a yard extending across the full width of the lot or parcel of land. The depth of a required front yard shall be a specified horizontal distance between the front lot line, where the front lot line is coterminous with the street line, and the front elevation of the structure located on the parcel.

“Yard, rear” means a yard extending across the full width of the lot or parcel of land. The depth of a required rear yard shall be a specified horizontal distance between the rear lot line and a line parallel thereto on the lot or parcel of land.

“Yard, side” means a yard extending from the required front yard, or the front lot line where no front yard is required, to the required rear yard or the rear lot line where no rear yard is required. The width of a required side yard shall be a specified horizontal distance between each side lot line and a line parallel thereto on the lot or parcel of land. Where a side yard is bounded by a street, the width of such required side yard shall be a specified horizontal distance between the side lot line on the street side, where said side lot line is coterminous with the street line of a fully widened street or the ultimate street line of a partially widened street, and a line

Exhibit 20.08-4  
Illustration of “Yard” Definitions

\* Code reviser’s note: Exhibit 20.08-4 is on file in the office of the city clerk.

“Zoning map” means the official zoning map delineating the boundaries of zones within the city of Cudahy. (Ord. 587 § 20-1.0200).

**Section 20.64.040: Principal uses permitted in the Zone LDR district.**

(Corresponding Numbers of subsequent permitted uses will shift accordingly with the addition of “transitional and supportive housing”)

Premises in Zone LDR may be used for the following principal uses:

- (1) One-family dwellings, including site-built homes and manufactured housing.
- (2) The growing of nursery stock, field crops, tree, bush and berry crops, and vegetable or flower gardening. The provisions of this section shall not be construed to permit roadside stands, retail sales from the premises, or signs advertising products produced on the premises.
- (3) Parking lots as a transitional use on lots or parcels of land adjoining or across an alley from any commercial or manufacturing zone pursuant to the provisions of CMC 20.76.320, Principal uses subject to special conditions.
- (4) Home occupations; provided, that there is:
  - (a) No display or storage of goods, wares, merchandise, or stock in trade maintained on the premises; and
  - (b) No one, other than one person residing on the lot where the home occupation is located, shall be regularly employed in such occupation; and
  - (c) No equipment used in conjunction with such occupation, which emits dust, fumes, noise, odor, etc., which would or could interfere with the peaceful use and enjoyment of adjacent properties; and
  - (d) Not more than 200 square feet of the floor space of the dwelling devoted to such use; and
  - (e) No appreciable increase of traffic, pedestrian and vehicular, by reason of the dwelling devoted to such use; and
  - (f) No alteration of the structure, nor the use of any signs not otherwise permitted in the zone in which the occupation is located; and
  - (g) Authorization to inspect home offices once a month to assure compliance with the above items. (Ord. 587 § 20-1.1615).

***(5) Transitional and Supportive Housing; subject to the following restrictions:***

***(a) Transitional Housing and Supportive Housing shall be considered a residential use of property, and shall be subject only to those restrictions that apply to other residential dwellings of the same type in the same zone.***

**Section 20.68.080: CC Zone – Principal uses permitted.**

(Corresponding Numbers of Subsequent permitted uses will shift accordingly with the addition of “emergency shelters”).

Premises in Zone CC may be used for the following principal uses, provided all sales are retail only and all retail sales are of new merchandise, except as otherwise listed:

- (1) Antique shops.
- (2) Appliance stores, household.
- (3) Art supply shops.
- (4) Automobile supply stores.
- (5) Bakery shops, including baking only when incidental to retail sales from the premises.
- (6) Barber and beauty shops.
- (7) Bicycle sales.
- (8) Bicycle, scooter, and similar vehicle rentals.
- (9) Blueprint shop.
- (10) Book stores.
- (11) Candy stores.
- (12) Children's clothing apparel stores.
- (13) Children's book store.
- (14) Clothing stores.
- (15) Confectionery stores.
- (16) Costume design studios.
- (17) Delicatessens (deli).
- (18) Department stores.
- (19) Dress shops.
- (20) Drug stores.
- (21) Dry goods stores.

***(22) Emergency Shelters; subject to the following restrictions:***

***(a) Occupancy. A maximum of 15 beds or persons may be served nightly, with associated support service not open to the public. Any Emergency Shelter for Homeless with greater than 15 beds shall be subject to approval of a Conditional Use Permit consistent with CMC Chapter 20.44.***

***(b) Separation Criteria. Said uses are to be located at least 300 feet from any residential use or residentially zoned property, park, child care center, or kindergarten through 12<sup>th</sup> grade curriculum school, as measured from the closest property line. An exception to this separation requirement may be granted if significant physical features act as barriers from said sensitive uses; such as a freeway, railroad right of way, or like features. In addition, at least 300 feet shall be maintained from any other Emergency Shelter for Homeless or Multiservice Center for Homeless, as measured from the closest property line. Said uses shall be located within ½ mile of a transit stop.***

***(c) Parking. One (1) vehicle parking space shall be provided per 5 beds. A covered and secured area for bicycle parking shall be provided for use by staff and clients, commensurate with demonstrated need, but no less than a minimum of eight (8) bike parking spaces.***

***(d) Waiting and Intake Area. A client waiting and intake area shall be provided and contain a minimum of ten (10) square feet per bed provided at the facility. The client waiting and intake area shall be screened from the public right of way by a solid wall of at least six (6) feet in height, and shall be sufficient in size to accommodate all persons waiting to enter the facility.***

***(e) Support Services. Emergency Shelters shall allocate sufficient areas on site, outside of any required landscape areas, to provide the following minimal support services:***

- 1. Food preparation and dining areas***
- 2. Laundry facilities***
- 3. Restrooms and showers***
- 4. Areas to secure and store client belongings***
- 5. Indoor and outdoor recreational facilities and/or open space***
- 6. A private area providing referral services to assist shelter clients in entering programs aimed at obtaining permanent shelter and income. Referral services refers to the initial assessment of a homeless client to identify the areas in which assistance is needed, and connecting clients with appropriate off-site programs and services depending on their need.***

***(f) Hours of Operation. Emergency Shelters for Homeless providing less than 15 beds are not required to be open 24 hours a day. Clients for Emergency Shelters for Homeless shall have a specified check out time as detailed in the Management and Operation Plan, but may remain on the premises to utilize onsite services offered.***

***(g) Length of Stay. The length of stay of an individual client shall not exceed six (6) months within a twelve (12) month period; days of stay need not be consecutive.***

***(h) Management and Operation Plan. The applicant or operator shall submit a Management and Operation Plan for the Emergency Shelter for review and approval by the Community Development Director or designee in consultation with the Chief of Police at the time the project is proposed, prior to issuance of permits. If Site Plan Review applies, then the Management and Operational Plan should be submitted and reviewed concurrently with those applications. The Plan shall remain active throughout the life of the facility, with any changes subject to***

***review and approval by the Community Development Director or designee in consultation with the Chief of Police. The Plan should be based on "Best Practices" and include, but not limited to, a security plan, procedures, lists of services, staff training, "good neighbor" communication plan, client transportation and active transportation plan, ratio of staff to clients, client eligibility and intake and check out process, detailed hours of operation, and an ongoing outreach plan to Cudahy homeless population. The City may inspect the facility at any time for compliance with the facility's Operational Plan and other applicable laws and standards.***

***(i) Restrooms. The number of toilet and showers shall comply with applicable Building Codes and Plumbing Codes.***

***(j) Trash Enclosure and Loading Zone. Each facility shall have a trash enclosure and loading zone as provided in CMC Chapters 20.64 and 20.80.***

***(k) Applicable Laws. The facility shall comply with all other laws, rules and regulations that apply, including Building and Fire codes and shall be subject to City inspections prior to Operational Plan approval.***

(23) Equipment rental services, including rototillers, power mowers, sanders, power saws, cement mixers, and other similar equipment.

(24) Feed and grain sales.

(25) Fire stations.

(26) Florist shops.

(27) Food markets.

(28) Furniture stores.

(29) Furniture repair and restoration.

(30) Gift shops.

(31) Hardware stores.

(32) Hat cleaning and blocking establishments.

(33) Health food stores.

(34) Hobby supply shops.

(35) Ice cream shops.

(36) Ice sales, not to include ice plants.

(37) Interior decorating shops.

(38) Jewelry stores with incidental repairs.

(39) Knit shops.

(40) Leather goods stores.

(41) Libraries.

(42) Locksmith shops.

(43) Manager's office, property management office.

(44) Manicure parlors.

- (45) Manufacturer's agent, carrying no inventory other than samples.
- (46) Meat markets, not to include slaughtering.
- (47) Medical clinics.
- (48) Millinery shops; hats.
- (49) Printing services.
- (50) Mortuaries.
- (51) Museums.
- (52) Music stores.
- (53) Newspaper stores.
- (54) Notions or novelty stores.
- (55) Offices, business and professional.
- (56) Paint and wallpaper stores.
- (57) Parks and playgrounds.
- (58) Pet shops.
- (59) Pet supply shops.
- (60) Photography shops.
- (61) Photography studios.
- (62) Plumbing shops.
- (63) Police stations.
- (64) Post offices.
- (65) Pottery stores.
- (66) Poultry markets, not to include slaughtering.
- (67) Public health centers.
- (68) Radio and television stores.
- (69) Real estate offices.
- (70) Shoe repair shops.
- (71) Shoe stores.
- (72) Sporting goods stores.
- (73) Stationery stores.
- (74) Tailor shops.
- (75) Tile sales, ornamental.
- (76) Tobacco shops.
- (77) Tourist information centers.
- (78) Toy shops.
- (79) Typewriter sales and incidental repairs.
- (80) Watch repair shops.
- (81) Wearing apparel shops.
- (82) Other similar uses that the planning commission finds to fall within the intent and purpose of this zone, that will not be more obnoxious or materially detrimental to the public welfare, and which the planning commission finds to be of a comparable nature and of the same class as the uses enumerated in this section. (Ord. 587 § 20-1.1740).

**Section 4:** In accordance with the California Environmental Quality Act (CEQA) and the State CEQA Guidelines, the adoption of this ordinance is exempt from CEQA

review pursuant to California Code of Regulations section 15601(b)(3), in that the proposed amendment to the Zoning Code will not have a significant effect on the environment. A Notice of Exemption will be filed upon adoption of this ordinance.

**Section 5:** Any provision of the Cudahy Municipal Code or appendices thereto that conflicts with the provisions of this Ordinance, to the extent of such conflict and no further, is hereby repealed or modified to the extent necessary to affect the provisions of this Ordinance.

**Section 6:** If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this Ordinance, or any part thereof is for any reason held to be invalid or unconstitutional by a decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this Ordinance or any part thereof. The City Council hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that any one or more section, subsection, subdivision, paragraph, sentence, clause or phrase would be subsequently declared invalid or unconstitutional.

**Section 7:** The Mayor shall sign and the City Clerk shall attest to the passage of this Ordinance. The City Clerk shall cause the same to be published once in the official newspaper within fifteen (15) days after its adoption. This Ordinance shall become effective thirty (30) days after adoption.

**PASSED AND APPROVED THIS 17<sup>th</sup> DAY OF JUNE, 2014 BY THE FOLLOWING ROLL CALL VOTE:**

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

\_\_\_\_\_  
Mayor

ATTEST:

APPROVE AS TO FORM:  
OLIVAREZ MADRUGA  
CITY ATTORNEY

\_\_\_\_\_  
Secretary

By: \_\_\_\_\_  
Isabel Birrueta, Assistant



9B

# AGENDA REPORT

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MEETING DATE: June 3, 2014

TO: Honorable Chair & Planning Commission Members

THROUGH: Michael Allen, Acting Community Development Director

FROM: Didier Murillo, Planning Technician

**Subject: Development Review Permit (DRP) No. 41.499; façade improvement of two existing buildings and canopy, remodel of existing convenience store and conversion of existing Auto Repair Shop to retail use at 5001 Clara Street.**

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## RECOMMENDATION:

Bharpur Dhanoa (the "Applicant") submitted an application to the Community Development Department for DRP No. 41.499 proposing to improve the façade of two existing buildings & canopy, the remodel of existing convenience store and conversion of existing Auto Repair Shop into a retail type use at 5001 Clara Street in the Neighborhood Commercial (NC) Zone. Staff and Planning Commission reviewed the application during a regularly scheduled public hearing taking place on May 19, 2014 and are recommending approval concerning the Applicant's request for DRP No. 41.499.

## BACKGROUND:

### Project/Site History

The current proposed project site is located at 5001 Clara Street (Assessor's Parcel No. 6226-019-021). According to the Los Angeles County Assessor's Office there are two (2) improvements on the subject site which total 3,700 square feet, located within the NC Zone.

On or about October 2013, Mr. Dhanoa and his hired architect, inquired about the process of rehabilitating the subject property, which consisted of an auto-body shop, and Arco Gas station (with a market). Staff advised that a complete rehab including landscaping, façade improvements and change of parking layout/access would require a Development Review Permit (DRP).

Under Cudahy Municipal Code (CMC) Section 20.40.030, a development review permit shall be required for any project which requires a building permit under CMC Chapter 20.36, and which is located: (2) in the commercial, manufacturing or industrial zone, except for fences/walls, windows, and stucco improvements. The DRP application and review assures that the project is compatible and harmonious with adjacent properties, that the project design contributes to the physical character of the community, proper layout and orientation to the surrounding

community, preservation of natural terrain and landscaping, and that the project shows proper consideration for adjacently residentially zoned or occupied properties and does not adversely affect the character or value of such property.

Due to the aforementioned information, Mr. Dhanoa decided to only proceed with a façade improvement, which fell under the category of stucco improvements. Such an improvement can be approved administratively with proper building permits. As a result, Mr. Dhanoa submitted the proper documents for approval and plan check for a façade improvement only.

However, after the administrative review/approval, Mr. Dhanoa decided to upgrade his existing level of service with Southern California Edison (SCE). Because of this, SCE has required Mr. Dhanoa to relocate the transformers to accommodate the upgrade of service. Such relocation has resulted in a redesign of the properties site plan, and intensified the scope of the proposed property improvements.

It is staff's determination that the increase of the scope of proposed property improvements triggers the DRP as defined by CMC Section 20.40.030, in that the improvement is beyond the exempted fences/walls, windows, and stucco improvements. Additionally, because Mr. Dhanoa has a long term plan to rehabilitate the vacated auto-body shop, staff has recommended that he submit a DRP application for the entire project, and phase out the improvements as necessary. This would make his future plans easier to implement, and allow a comprehensive review/approval of the property improvements as a whole. Lastly, a change of use from an auto-body shop to a food related establishment may not be permitted under the principally permitted uses or conditionally permitted uses of the NC Zone.

### **The Proposed Project**

The applicant – Bharpur Dhanoa, is requesting approval of DRP No. 41.499 to improve the façade of two existing buildings & canopy, the remodel of existing convenience store and conversion of existing Auto Repair Shop into a retail type use at 5001 Clara Street in the Neighborhood Commercial (NC) Zone

The proposed project will be completed in three phases according to submitted plans on April 28<sup>th</sup>, 2014:

- **Phase 1:**
  - Convenience store exterior remodel and interior tenant improvements; which will be completed pending relocation of transformer and reconfiguration of parking/landscaping as mentioned above.
  - Pump canopy remodel (which has been completed)
- **Phase 2:**
  - Existing 1-story building exterior remodel and conversion of vacant auto-body shop into a retail type use.

According to the applicants' site plan, there will be 16 parking spaces on site plus 10 spaces being used at the (5) gas pumps, and five new landscaped areas.

## **ANALYSIS & DISCUSSION:**

### **General Plan Consistency:**

#### **Land Use Element**

L.U. *Goal 1.* The City of Cudahy will ensure that future development enhance the quality of life in the City.

- The proposed project is permitted in the Neighborhood Commercial Zone therefore, is consistent with the intent and purpose of the NC zone and will enhance the quality of life in the City.

L.U. *Goal 2.* The City of Cudahy will continue with the revitalization of the existing residential neighborhoods.

- N/A, the project is located in the Neighborhood Commercial Zone therefore, is consistent with the intent and purpose of the NC zone

L.U. *Goal 3.* The City of Cudahy will preserve the existing commercial areas and seek to expand commercial opportunities so as to serve the needs of area residents.

- The proposed project will promote attractive commercial areas, will be compatible in the Neighborhood Commercial zone, and will expand economic and tax base through new commercial developments.

L.U. *Goal 6.* The City of Cudahy will provide adequate public services and infrastructure to serve existing and future developments.

- The project will be of service for community residents therefore, is consistent with the intent and purpose of the NC zone

#### **Transportation Element**

L.E. *Goal 1.* The City of Cudahy will maximize the efficiency, convenience and safety of the existing transportation system.

- The project is conveniently located to surrounding residential zones which will limit their commute to surrounding gasoline stations.

L.E. *Goal 2.* The City of Cudahy will work to improve roadway conditions and promote safety in the community.

- The project is an upgrade to an existing gasoline station therefore, will not be detrimental to existing roadway conditions.

L.E. *Goal 4.* The City of Cudahy will promote efficient, safe and convenient parking facilities within the commercial areas of the City.

- The project provides patrons with adequate amounts of off-street parking.

### Conservation Element

C.E. *Goal 1.* The City of Cudahy will preserve the environment through the conservation of resources.

- As standard practice the project will be subject to environmental studies required by CEQA; to assure preservation of the environment.

C.E. *Goal 2.* The City of Cudahy will promote the preservation of cultural, historical and natural resources within the City.

- The project is not located within in any cultural, historical or natural resources.

C.E. *Goal 3.* The City of Cudahy will reduce energy consumption in public and private developments.

- The project is an existing facility and will not significantly increase energy consumption.

### Public Safety Element

P.S. *Goal 1.* The City of Cudahy will work to provide an environment that is reasonably safe from hazards.

- As standard practice the project underwent Fire Department and local law enforcement review and provided comment during the environmental review process.

### Noise Element

N.E. *Goal 1.* The City of Cudahy will prevent any increase in the established acceptable ambient levels of sound in the residential areas of the community.

- The project is located in the Neighborhood Commercial Zone; and will actually be less noise intensive with the conversion of the auto-body shop to a retail type use suitable to the NC zone.

N.E. *Goal 2.* The City of Cudahy will prohibit unnecessary noise which is detrimental to the public health and welfare and contrary to the public interest.

- The project will not produce any unnecessary noise which may be detrimental to the public health and welfare of the public interest, the project will be less noise intensive with the conversion of the auto-body shop to a retail type use suitable to the NC zone.

### Air Quality Element

A.Q. *Goal 1.* The City of Cudahy will reduce automobile use.

- The project site will be primary used by automobiles.

A.Q. *Goal 2.* The City of Cudahy will encourage use of non-motorized transportation.

- The project conversion of the existing auto-body repair shop into retail will encourage pedestrian use, reducing potential auto use.

A.Q. *Goal 3.* The City of Cudahy will reduce vehicle emissions through greater use of public transportation.

- The project site will be primary used by automobiles.

A.Q. *Goal 4.* The City of Cudahy will reduce Roadway Congestion.

- The project will be a remodel to an existing use therefore; it is not expected to create additional traffic.

A.Q. *Goal 5.* The City of Cudahy will reduce vehicle emissions through improved parking management and design.

- The project was environmentally reviewed and was found to have adequate off-street parking per Cudahy Municipal Code.

A.Q. *Goal 7.* The City of Cudahy will reduce emissions associated with energy consumption.

- Proposed landscaping on the project site will contain drought resistant vegetation to reduce energy needed to pump water.

A.Q. *Goal 8.* The City of Cudahy will reduce fugitive dust emissions.

- The City will encourage the project to have landscaping and tree planting which trap pollutants and protect sensitive receptors.

A.Q. *Goal 10.* The City of Cudahy will improve preconstruction environmental review to reduce emissions and exposure.

- No major construction will result from the project; only façade/tenant improvements, and reconfiguration of parking layout.

### **Zoning Consistency:**

Per CMC Section 20.68.020, the NC Zone is established to provide for restricted neighborhood commercial needs. Limited retail stores are permitted. The standards of development in Zone NC are designed to protect adjacent zones, promote orderly development, and avoid the creation of traffic congestion within the neighborhood. No residential uses are permitted.

The DRP application and review assures that the project is compatible and harmonious with adjacent properties, that the project design contributes to the physical character of the community, proper layout and orientation to the surrounding community, preservation of natural terrain and landscaping, and that the project shows proper consideration for adjacently residentially zoned or occupied properties and does not adversely affect the character or value of such property.

**Development Standard Compliance:**

Development Standard	Req.: by CMC	of this project:	Notes/Deviation
Lot Width	Minimum width of not less than 60'	Approx. 134'	No deviation
Lot Coverage/Open Space	50%	<50%	No deviation
Front Yard Setback	Variable	Approx. 11'	No deviation
Side Yard Setback	10' when adjoining Res.	Built to property line	*Legal Non-Conforming
Rear Yard Setback	5' when adjoining Res.	Approx. 15'	No deviation
Max. Building Height	35' (or 2-stories)	1-story	No deviation

As shown above, the proposed development complies with all applicable development standards in the Neighborhood Commercial Zone.

**Legal Non-Conforming:** In the event that legally constructed/permitted structures no longer conform to current development standards, such structures are considered legal nonconforming. A legal nonconforming use may be continuously maintained provided there is no alteration or addition to any structure, nor any enlargement of area, space, or volume occupied by or devoted to such use, except as otherwise provided in the Cudahy Municipal Code. Ordinary repairs and maintenance, not exceeding an aggregate cost of 50 percent of the assessed value, may be made to a legal nonconforming structure. Any legal nonconforming structure or structure containing a legal nonconforming use that is damaged or partially destroyed by fire, explosion, act of God, act of a public enemy, collapse, or any other casualty or calamity to the extent that the cost of restoration to the condition which it was immediately prior to the occurrence of such damage or destruction, may be reconstructed, provided the reconstruction cost does not exceed one and one-half times the assessed value of the entire structure based on the assessment roll current immediately prior to the time of damage or destruction.

**Existing Zoning and Land Use:**

The subject location is designated Neighborhood Commercial ("NC") and is currently developed with 2 buildings (convenience store and vacant auto-body shop) and 1 canopy (gas pump station). The zoning and land use of the surrounding properties are as follows:

	ZONING	LAND USE
NORTH	HDR	High Density Residential
EAST	HDR	High Density Residential
SOUTH	NC	Neighborhood Commercial
WEST	NC	Neighborhood Commercial

**Compatibility with Surrounding Uses:**

Immediately north and east, are High Density Residential uses. South and west are Neighborhood Commercial uses. Per CMC Section 20.68.050 automobile oriented uses to include and not limited to gas stations are permitted by Conditional Use Permit. The proposed is an existing gas station to be upgraded and the conversion of an auto-body shop. Therefore the use is consistent with the intent and purposed of the Neighborhood Commercial Zone.

**Public Improvements:**

The site is bounded by Clara Street and Wilcox Avenue. *Clara Street* is the only street within Cudahy that extends across the Los Angeles River though no connection to the freeway is provided. Clara Street has a pavement width of 60 feet with one travel lane in each direction. *Wilcox Avenue* is a north-south trending collector street that terminates at Patata Street on the south and continues into the City of Bell on the north. Wilcox Avenue has a pavement width of 50 feet with one travel lane in each direction.

According to the 2007 Cudahy Traffic Counts, Clara Street experiences daily traffic of 15,817 vehicles per day, which is, above the road's design capacity of 7,100 vehicles per day. Wilcox Avenue experiences daily traffic of 13,434 vehicles per day, which is, above the road's design capacity of 6,100 vehicles per day. As it currently stands, both Clara Street and Wilcox Avenue are exceeding the road's design capacity; however, this DRP application is not expected to dramatically increase the daily traffic counts or negatively impact the road's capacity. The proposed development is an infill development, the intensity of the proposal is within the means of any streets and highways to carry the anticipated quantity of traffic such use would generate

**Parking:**

REQUIRED PARKING		PROPOSED PARKING	
<b>Convenience Store:</b>	<b>Per Section 20.80.110(2)(B)</b>  2,000 sq. ft. / 200 sq. ft. = 10	Regular	25 stalls
<b>General Retail:</b>	<b>Per Section 20.80.110(2)(B)</b>  1,750 sq. ft. / 200 sq. ft. = 8.75		
<b>Handicap Parking</b>  One Handicapped Parking Space for each 50 parking spaces.	<b>Per Section 20.80.080(2)</b>  1 Required Handicapped Stalls	Proposed Handicapped Stalls	= 1 stalls
<b>TOTAL REQUIRED =</b>	<b>18.75 spaces</b>	<b>TOTAL =</b>	<b>26 spaces</b>

According to the applicants' site plan, there will be 16 parking spaces on site plus 10 spaces being used at the (5) gas pumps.

**DEPARTMENT COMMENTS:**

Building & Safety – None

Code Enforcement – None

Southern California Edison – None

Engineering – None

Los Angeles County Fire Department – None

Los Angeles County Sheriff's Department – None

**REQUIRED FINDINGS:**

**Development Review Permit**

Approval is based on the following findings taken from CMC Section 20.40.040 Basis for Approval or Denial of a development review permit.

**“The project is compatible with the city of Cudahy general plan, any applicable specific plan, and any plan of another governmental agency made applicable by statute or ordinance.”**

The project is compatible with the City of Cudahy's General Plan because it is located in the NC zone. Per CMC Section 20.68.020, the NC Zone is established to provide for restricted neighborhood commercial needs. Limited retail stores are permitted. The standards of development in Zone NC are designed to protect adjacent zones, promote orderly development, and avoid the creation of traffic congestion within the neighborhood. No residential uses are permitted. Therefore, the project is compatible with the City of Cudahy General Plan, any applicable specific plan and any plan of another governmental agency made applicable by statute or ordinance.

**“The height, bulk, and other design features of structures are in proportion to the building site, and external features are balanced and unified so as to present a harmonious appearance.”**

The proposed development is consistent with the height, bulk, and other design features required by the City Zoning design guidelines, providing a unified and uniform look to the property.

**“The project design contributes to the physical character of the community, relates harmoniously to existing and anticipated development in the vicinity, and is not monotonously repetitive in and of itself or in conjunction with neighboring uses and does not contribute to excessive variety among neighboring uses.”**

The existing surrounding uses include High Density Residential and Neighborhood Commercial type uses. The proposed project is proposing to improve the façade of two existing buildings & canopy, the remodel of existing convenience store and conversion of existing Auto Repair Shop into a retail type use. All of which is consistent with the height, bulk, and other design features found in the surrounding area. The proposed project is consistent with the purpose and intent of the General Plan and zone designation.

**“The site layout and the orientation and location of structures and their relationship to one another and to open spaces, parking areas, pedestrian walks, signs, illumination, and landscaping achieve safe, efficient, and harmonious development.”**

The proposed development is designed to maximize the use of the space including providing sufficient off-street parking, pedestrian circulation, and provides landscaped areas as called for by the NC zone while providing a safe, efficient, and harmonious development that meets design guidelines for any new development in the City.

**“The grading and site development show due regard for the qualities of the natural terrain and landscape and do not call for the indiscriminate destruction of trees, shrubs, and other natural features.”**

The proposed project will not affect the qualities of the natural terrain and landscape and will not call for the indiscriminate destruction of trees, shrubs, and other natural features.

**“The design, lighting, and placement of signs are appropriately related to the structure and grounds and are in harmony with the general development on site.”**

The design, lighting, and placement of signs is appropriately related to the structure and grounds and is in harmony with the general development on site.

**“Mechanical equipment, machinery, trash, and other exterior service areas are screened or treated in a manner which is in harmony with the design of the structures and grounds.”**

There are no proposed mechanical equipment, machinery, trash, or other exterior service areas, therefore there is no required screening which is in harmony with the design of the structures and grounds. If such equipment were to be installed, it must comply with design guidelines of the Cudahy Municipal Code and Building Code, requiring all mechanical equipment, machinery, trash, and other exterior service areas to be screened.

**“The project shows proper consideration for adjacent residentially zoned or occupied property and does not adversely affect the character or value of such property.”**

The proposed development is designed to be consistent with the character of adjacent properties in that the design is consistent with the City’s General Plan and zoning designation,

meets all development standards, and compatible with the surrounding residential and neighborhood commercial uses, and will not adversely affect the value or quality of the neighborhood.

**CEQA (CALIFORNIA ENVIRONMENTAL QUALITY ACT):**

The Project has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.* ("CEQA")), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, *et seq.*), the requested entitlements have been noticed and posted according to CEQA project guidelines.

An environmental review has been considered for the subject property. Staff finds that projects involving negligible or no expansion of an existing use are exempt from CEQA pursuant to Public Resources Code Section 21084, subdivision (a), and CEQA Guidelines Section 15301 as projects that have been categorically determined not to have a significant effect on the environment.

**ATTACHMENTS:**

- Location Map
- Development Plans
- Resolution PC No. 14-05
- Resolution No. \_\_\_\_\_

**RESOLUTION NO. \_\_\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING DEVELOPMENT REVIEW PERMIT NO. 41.499 TO IMPROVE THE FAÇADE OF TWO EXISTING BUILDINGS & CANOPY, THE REMODEL OF EXISTING CONVENIENCE STORE AND CONVERSION OF EXISTING AUTO REPAIR SHOP INTO A RETAIL TYPE USE. THE PROJECT IS LOCATED IN THE NEIGHBORHOOD COMMERCIAL ZONE AT 5001 CLARA STREET.**

WHEREAS: The applicant requests approval of Development Review Permit No. 41.499 to improve the façade of two existing buildings & canopy, the remodel of existing convenience store and conversion of existing Auto Repair Shop into a retail type use and;

WHEREAS: The subject property is located at 5001 Clara Street in an area that is designated by the Cudahy General Plan and by the Cudahy Zoning Map as Neighborhood Commercial (NC); and

WHEREAS: This matter was duly posted and set for public hearing for the May 19, 2014 Planning Commission meeting at 6:00 P.M. consistent with the City of Cudahy ("City") Zoning Code (Title 20 of the Cudahy Municipal Code) procedures for Development Review Permits. The Planning Commission recommended approval of DRP No. 41.499;

WHEREAS: This matter was duly posted and set for public hearing for the June 3, 2014 City Council meeting at 6:30 p.m. consistent with the City of Cudahy's Zoning Ordinance procedures for Development Review Permits.

NOW THEREFORE, the City Council of the City of Cudahy hereby resolves:

**Section 1:** Bharpur Dhanoa, 5001 Clara, Cudahy, California 90201, filed an application for a Development Review Permit to improve the façade of two existing buildings & canopy, the remodel of existing convenience store and conversion of existing Auto Repair Shop into a retail type use. Under Cudahy Municipal Code (CMC) Section 20.40.030, a development review permit shall be required for any project which requires a building permit under CMC Chapter 20.36, and which is located: (2) in the commercial, manufacturing or industrial zone, except for fences/walls, windows, and stucco improvements.

**Section 2:** After considering the proposal on the basis for approval or denial of Development Review Permit 41.499 stated in Section 20 of the Cudahy Municipal Code and, the City Council finds as follows:

## **DEVELOPMENT REVIEW PERMIT 41.499**

- A. The project is compatible with the City of Cudahy's General Plan because it is located in the NC zone. Per CMC Section 20.68.020, the NC Zone is established to provide for restricted neighborhood commercial needs. Limited retail stores are permitted. The standards of development in Zone NC are designed to protect adjacent zones, promote orderly development, and avoid the creation of traffic congestion within the neighborhood. No residential uses are permitted. Therefore, the project is compatible with the City of Cudahy General Plan, any applicable specific plan and any plan of another governmental agency made applicable by statute or ordinance.
  
- B. The proposed development is consistent with the height, bulk, and other design features required by the City Zoning design guidelines, providing a unified and uniform look to the property.
  
- C. The existing surrounding uses include High Density Residential and Neighborhood Commercial type uses. The proposed project is proposing to improve the façade of two existing buildings & canopy, the remodel of existing convenience store and conversion of existing Auto Repair Shop into a retail type use. All of which is consistent with the height, bulk, and other design features found in the surrounding area. The proposed project is consistent with the purpose and intent of the General Plan and zone designation.
  
- D. The proposed development is designed to maximize the use of the space including providing sufficient off-street parking, pedestrian circulation, and provides landscaped areas as called for by the NC zone while providing a safe, efficient, and harmonious development that meets design guidelines for any new development in the City.
  
- E. The proposed project will not affect the qualities of the natural terrain and landscape and will not call for the indiscriminate destruction of trees, shrubs, and other natural features.
  
- F. The design, lighting, and placement of signs is appropriately related to the structure and grounds and is in harmony with the general development on site.
  
- G. There are no proposed mechanical equipment, machinery, trash, or other exterior service areas, therefore there is no required screening which is in harmony with the design of the structures and grounds. If such equipment were

to be installed, it must comply with design guidelines of the Cudahy Municipal Code and Building Code, requiring all mechanical equipment, machinery, trash, and other exterior service areas to be screened.

- H. The proposed development is designed to be consistent with the character of adjacent properties in that the design is consistent with the City's General Plan and zoning designation, meets all development standards, and compatible with the surrounding residential and neighborhood commercial uses, and will not adversely affect the value or quality of the neighborhood.

**Section 3:** Based on the foregoing, the City Council hereby approves of Development Review Permit No. 41.499 Subject to the following conditions of approval:

**Standard Conditions of Approval:**

1. The applicant, its successors in interest, and assigns, shall indemnify, protect, defend (with legal counsel reasonably acceptable to the City), and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees, and agents, from and against all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, and disbursements arising out of or in any way relating to this project, any discretionary approval granted by the City related to the development of the project, or the environmental review conducted under the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*, for the project. If the City Attorney is required to enforce any conditions of approval, the applicant shall pay for all costs of enforcement, including attorney's fees;
2. All conditions shall be binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of certificate of occupancy; and shall restrict and limit the construction, location, and use and maintenance of all land and structures within the development;
3. A business license to operate in the City shall be maintained current and renewed annually;
4. Approval of relevant State licenses and certifications must be maintained current and filed with the City's Business License Department;
5. The applicant shall not deviate from any of the approved services without prior approval from the Director of Community Development or the Planning Commission;

6. Window signs and temporary signs displayed behind a window or within a building can occupy no more than up to twenty-five (25%) percent of the window area of the building frontage on which they appear;
7. Any changes in building textures, materials, and colors on the exterior walls are subject to planning approval. A developer is required to submit samples of all exterior materials for approval prior to the issuance of building permits;
8. Anti-graffiti substances shall be used on the perimeter walls of the subject property;
9. Applicant shall remove graffiti within twenty-four (24) hours of application. In the event graffiti is not removed within twenty-four (24) hours, the applicant grants access to the City to enter the property to abate graffiti and shall indemnify the City according to Cudahy Municipal Code Sections 15.20.150 and 15.20.120-130;
10. That the applicant ensures that there is no deviation from the proposed number of approved parking spaces including reserved parking for handicapped drivers;
11. Litter shall be removed at least two times daily or as needed from in front of and for twenty feet beyond the building along adjacent street(s);
12. Adequate internal and external lighting, including walkways, shall be provided for security purposes. The lighting shall be energy efficient, stationary, deflected away from adjacent properties and public rights-of-way, and be of intensity compatible with the commercial neighborhood;
13. Subcontractors hired to improve the physical structures of the building shall obtain a contractor's business license from the City Business License Department and submit proof of workers' compensation insurance to the City Building Department, before the issuance of any permits;
14. All areas of the business that are accessible to patrons shall be illuminated to make easily discernable the appearance and conduct of all people in the business;
15. Sufficient access for vehicle ingress and egress to and from the property shall be maintained at all times;
16. There shall be no loitering in public right-of-way areas, in the parking area, and/or in front of adjacent properties. Loitering shall mean the act of an individual or group of individuals of remaining in a particular place within the vicinity of the property for a protracted time, without directly conducting any business activity, and causing the disruption of peace and enjoyment of the public at the site;

17. A sign permit shall be obtained prior to the installation, construction, or alteration of any sign per Cudahy Municipal Code Chapter 20.84. Temporary sign permits shall be obtained prior to the installation per Cudahy Municipal Code Chapter 20.84.
18. All improvements shall be permitted through the Cudahy Building and Safety Department.
19. Violation of, or noncompliance with, any of the conditions of approval shall constitute grounds for revocation of Development Review Permit No. 41.499.
20. The Planning Commission may review DRP No. 41.499 annually in order to ensure compliance with Cudahy Municipal Code and Building Code;
21. The conditional use permit conditions shall be placed on the property in a location where employees can easily read the conditions;
22. The applicant shall sign and notarize an Affidavit of Acceptance of Conditions, which acknowledges all of the conditions imposed herein and the applicant's acceptance of this Permit subject to those conditions;
23. The rights granted under DRP No. 41.499 may be modified or revoked by the Planning Commission should it be determined that the proposed uses or conditions under which it is being operated or maintained is detrimental to the public health, welfare or materially harmful to property or improvements in the vicinity; if the property is operated or maintained to constitute a public nuisance or contributor to blight; or if the uses on the property are changed from the uses expressly approved herein;
24. The rights granted under DRP No. 41.499 shall expire within one (1) year of the date of approval by the Planning Commission unless operation has commenced or the applicant(s) applies for and is granted an extension of time. No extension of time will be considered unless the application for an extension is filed at least 30 days prior to the expiration. An extension will not be granted if conditions have changed in that the requisite findings for approval can no longer be made

**Project Specific Conditions of Approval:**

25. There shall be no permanent parking/storage of vehicles, or overnight parking allowed;
26. No motor vehicles (commercial or otherwise) shall be:
  - a. Parked on the property except in marked parking spaces;
  - b. Parked on the property unless such vehicles are owned or operated by patrons and/or employees of the building; or

c. Parked overnight;

27. Phase One:

- a. Façade improvement of convenience store (1 unit);
- b. Relocation of switch gear and installation of transformer per Southern California Edison.

Building permits and certificate of occupancy will be finalized upon completion of Phase I.

28. Phase Two:

- a. Convert auto-body repair shop (one unit) into retail type use;
- b. The conversion of auto-body repair shop from one unit into two separate units;

Building permits and certificate of occupancy will be finalized upon completion of Phase II.

- 29. Modify plans to remove proposed restaurant (sandwich shop) and seating area. Retail use permitted only.
- 30. Submittal to Fire Prevention Engineering Section Building Plan Check Unit is required for tenant improvements and or use of, disposal or potentially hazardous materials, such as toxic, flammable or explosive substances.

**Section 4:** The Project has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.* ("CEQA")), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, *et seq.*), the requested entitlements have been noticed and posted according to CEQA project guidelines.

An environmental review has been considered for the subject property. Staff finds that projects involving negligible or no expansion of an existing use are exempt from CEQA pursuant to Public Resources Code Section 21084, subdivision (a), and CEQA Guidelines Section 15301 as projects that have been categorically determined not to have a significant effect on the environment.

**Section 5:** Any interested party may appeal this decision to the City Council pursuant to Section 20.20.010 of the Cudahy Municipal Code. In the event an appeal is duly filed, the time within which judicial review, if available, of the City Council's decision must be sought is governed by Section 1094.6 of the California Code of Procedure, unless a shorter time is provided by other applicable law.

**PASSED AND APPROVED THIS 3<sup>rd</sup> DAY OF JUNE, 2014 BY THE FOLLOWING ROLL CALL VOTE:**

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**

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**Chris Garcia,  
Mayor**

**ATTEST:**

**APPROVED AS TO FORM:**

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**Carrie Gallagher,  
Interim City Clerk**

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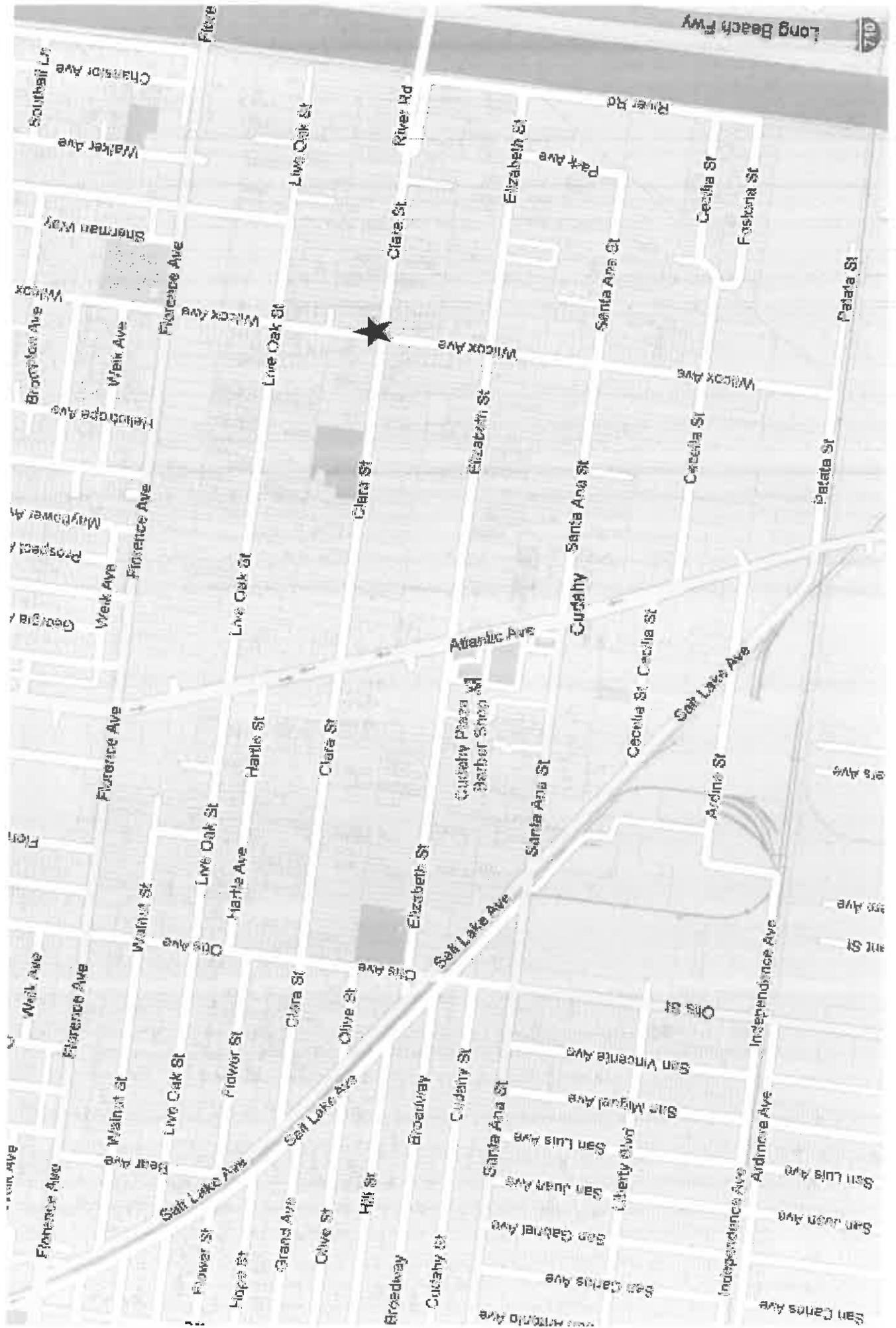
**Rick Olivarez  
City Attorney**

# Attachment One:

## Location Map

# Location Map

5001 Clara Street  
Cudahy, CA 90201

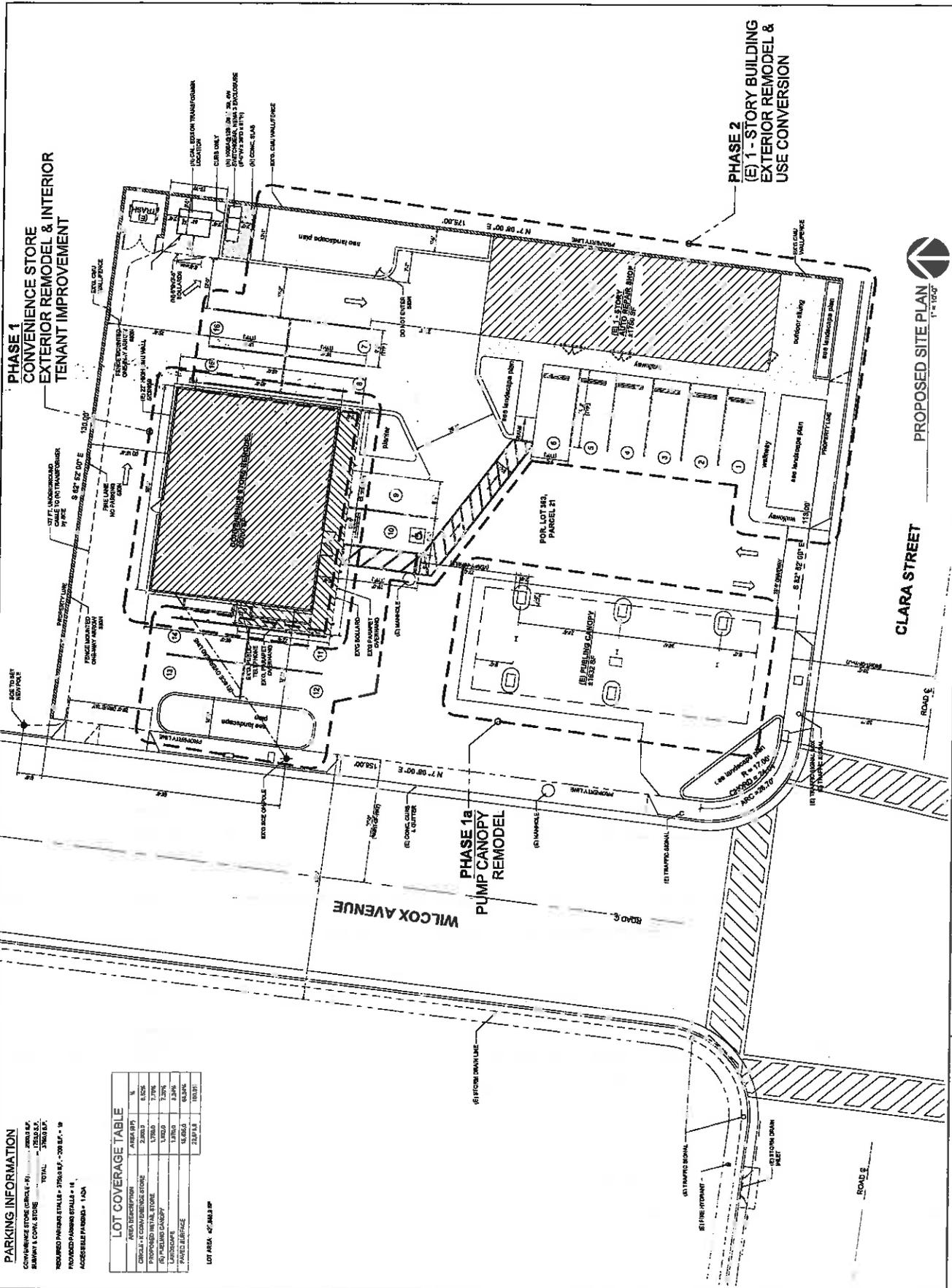


**Attachment Two:**  
**Development Plans**

**PARKING INFORMATION**  
 CONVENIENCE STORE GARBLE #1 2,800 S.F.  
 BANK & CONVI STORE 3,750 S.F.  
 TOTAL 6,550 S.F.  
 PROPOSED PARKING SPACES = 14  
 ACCESSIBLE SPACES = 1 ADA

AREA DESCRIPTION	AREA S.F.	%
CONVENIENCE STORE	2,800.0	42.75%
PROPOSED RETAIL STORE	3,750.0	57.25%
LANDSCAPE	1,000.0	15.27%
PAVED SURFACE	2,250.0	34.32%
TOTAL	6,550.0	100.00%

LOT AREA 42,884.8 SF



**PHASE 1**  
 CONVENIENCE STORE  
 EXTERIOR REMODEL & INTERIOR  
 TENANT IMPROVEMENT

**PHASE 1a**  
 PUMP CANOPY  
 REMODEL

**PHASE 2**  
 (E) 1-STORY BUILDING  
 EXTERIOR REMODEL &  
 USE CONVERSION

PROPOSED SITE PLAN  
 1" = 100'

CLARA STREET

ROAD E

ROAD E

ROAD E



THIS PLAN IS A PROFESSIONAL ENGINEER'S ORIGINAL DRAWING. IT IS THE PROPERTY OF EKAR SIGNS AND SHALL BE KEPT IN THE OFFICE OF THE ENGINEER. NO PART OF THIS DRAWING IS TO BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF EKAR SIGNS.

Cudahy Gas 'N' Shop  
 5001 Clara Street  
 Cudahy, CA 90201

Engineer: A. M. M...  
 License No. CA 00000  
 Date: 02/28/2014

NO.	DATE	DESCRIPTION
1	02/28/2014	ISSUED FOR PERMIT

SITE PLAN  
 A101



THE STATE OF CALIFORNIA  
 DEPARTMENT OF INDUSTRIAL RELATIONS  
 DIVISION OF LABOR STANDARDS AND ENFORCEMENT  
 1400 MARKET STREET, SUITE 1400  
 OAKLAND, CALIFORNIA 94612-4000  
 (415) 779-2800  
 www.dir.ca.gov

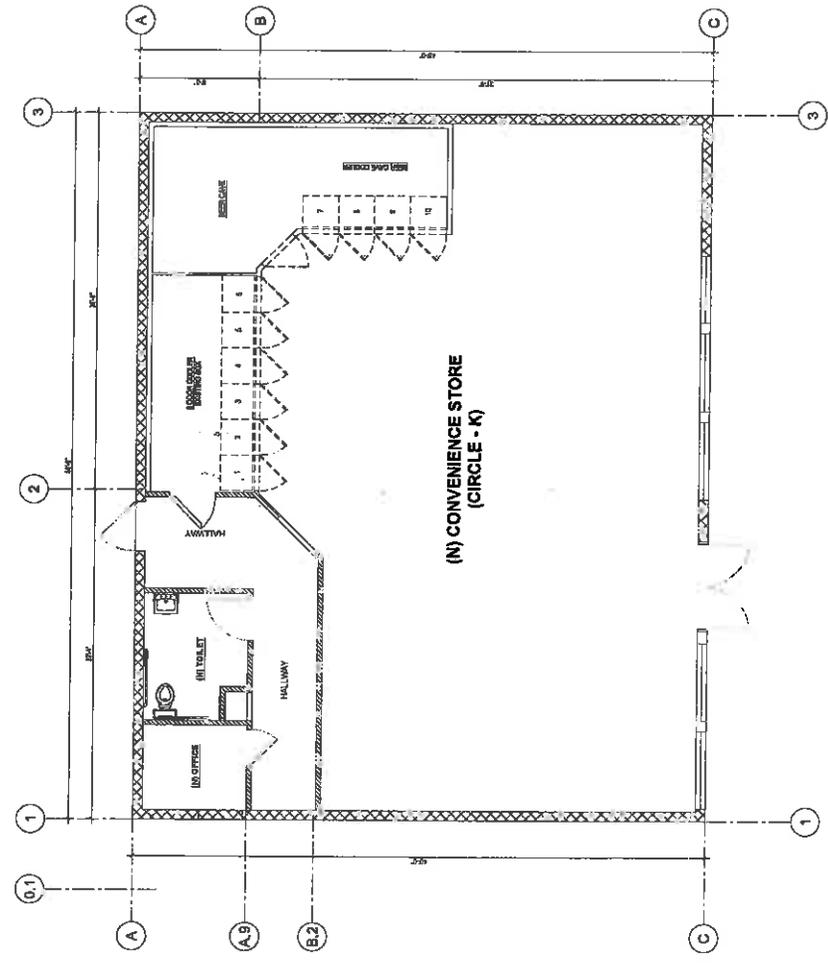
# CUDAHY GAS 'N' SHOP

5001 Clara Street  
 Cudahy, California 90201

Architect: A. Sharma  
 2175 East Linn Way  
 Suite 104, CA 90705  
 Tel: 562.698.1000

NO.	DATE	DESCRIPTION
1	01.15.2013	ISSUED FOR PERMITS
2	01.15.2013	ISSUED FOR PERMITS
3	01.15.2013	ISSUED FOR PERMITS
4	01.15.2013	ISSUED FOR PERMITS
5	01.15.2013	ISSUED FOR PERMITS
6	01.15.2013	ISSUED FOR PERMITS
7	01.15.2013	ISSUED FOR PERMITS
8	01.15.2013	ISSUED FOR PERMITS
9	01.15.2013	ISSUED FOR PERMITS
10	01.15.2013	ISSUED FOR PERMITS
11	01.15.2013	ISSUED FOR PERMITS
12	01.15.2013	ISSUED FOR PERMITS
13	01.15.2013	ISSUED FOR PERMITS
14	01.15.2013	ISSUED FOR PERMITS
15	01.15.2013	ISSUED FOR PERMITS
16	01.15.2013	ISSUED FOR PERMITS
17	01.15.2013	ISSUED FOR PERMITS
18	01.15.2013	ISSUED FOR PERMITS
19	01.15.2013	ISSUED FOR PERMITS
20	01.15.2013	ISSUED FOR PERMITS

REMODEL FLOOR PLAN  
 A102



REMODELED FLOOR PLAN  
 1/8" = 1'-0"

NOTE: PREVIOUSLY APPROVED AND CONSTRUCTED.



FOR MORE INFORMATION VISIT US ONLINE AT  
 WWW.AKER.COM  
 THIS DRAWING IS ONE OF SEVERAL DRAWINGS ON ONE SHEET. ALL DRAWINGS MUST BE READ IN CONJUNCTION WITH THE PROJECT SPECIFICATIONS AND NOTES.

# CUDAHY GAS 'N' SHOP

5001 Clara Street  
 Cudahy, California 90201

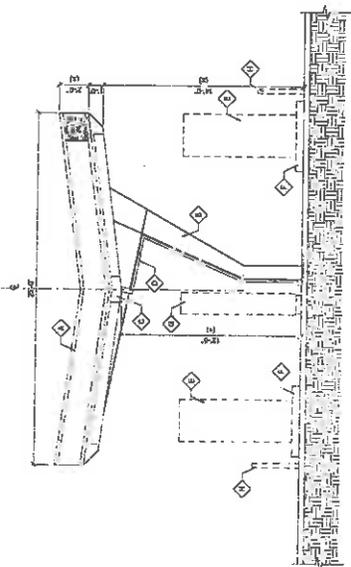
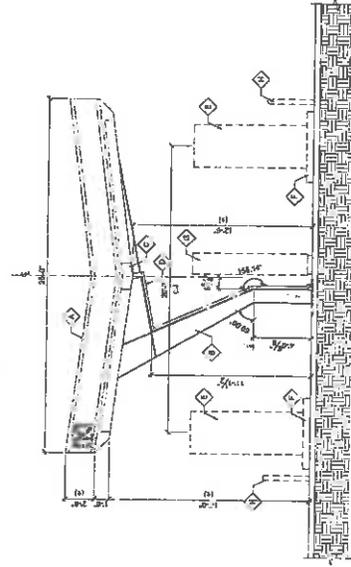
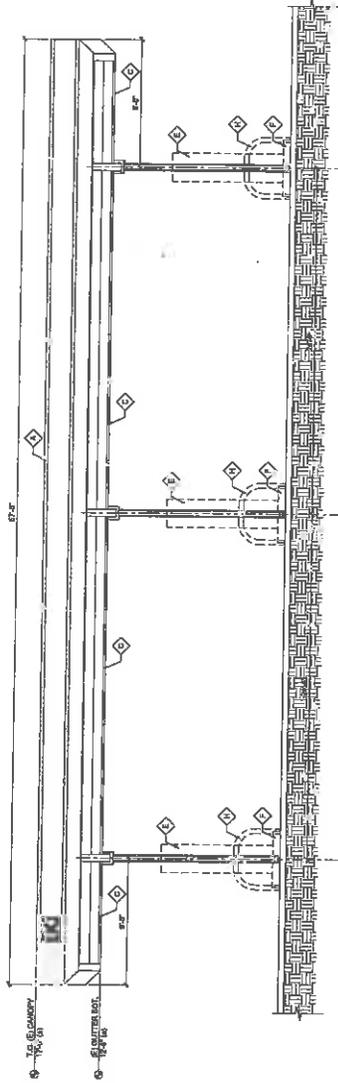
Owner: B. Dancy  
 Architect: Baker  
 Date: 10/15/2013  
 Project: REMODEL FUELING CANOPY  
 No.: 02-001-1002

NO.	DATE	DESCRIPTION

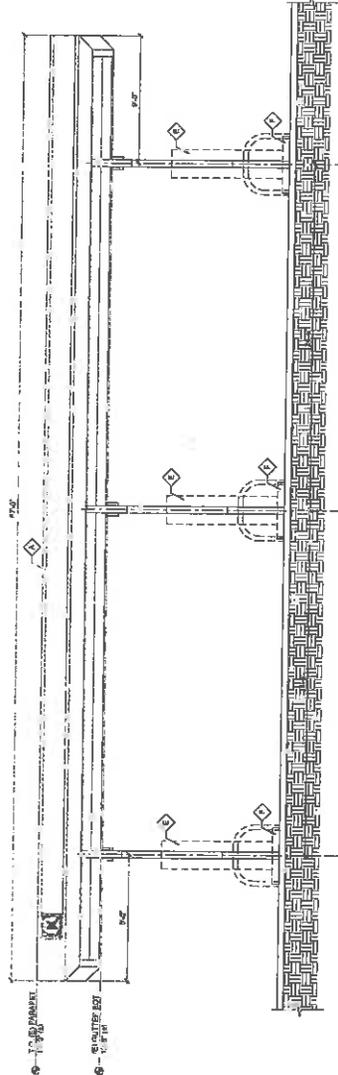
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 Date: 10/15/2013  
 Project: REMODEL FUELING CANOPY  
 No.: 02-001-1002

REMODEL FUELING CANOPY

B101



- 1 - METAL CANOPY
- 2 - METAL CANOPY
- 3 - METAL CANOPY
- 4 - METAL CANOPY
- 5 - METAL CANOPY
- 6 - METAL CANOPY
- 7 - METAL CANOPY
- 8 - METAL CANOPY
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- 10 - METAL CANOPY
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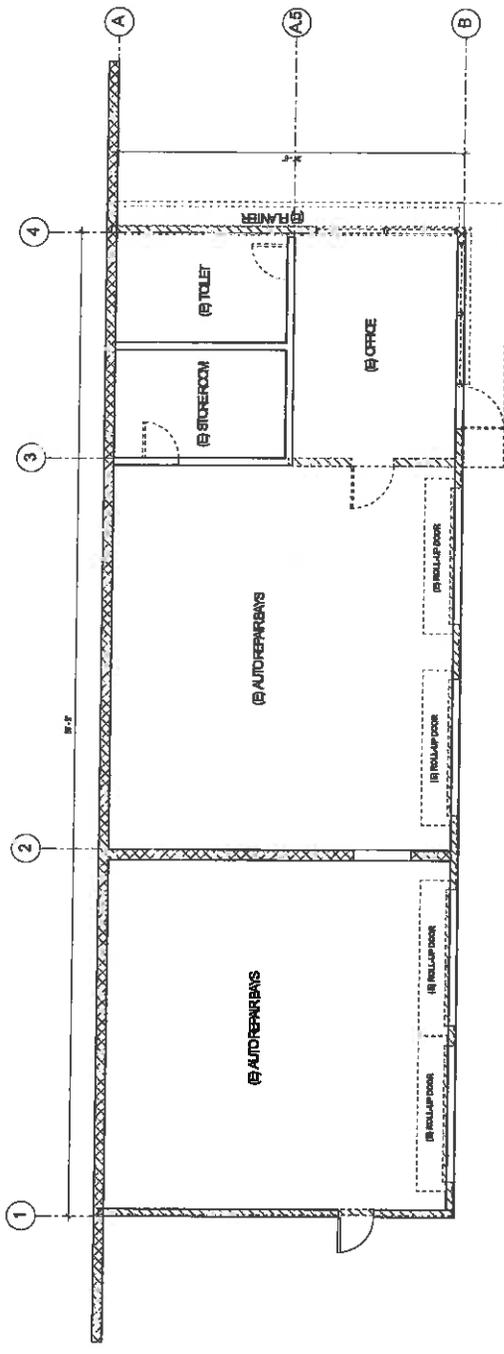




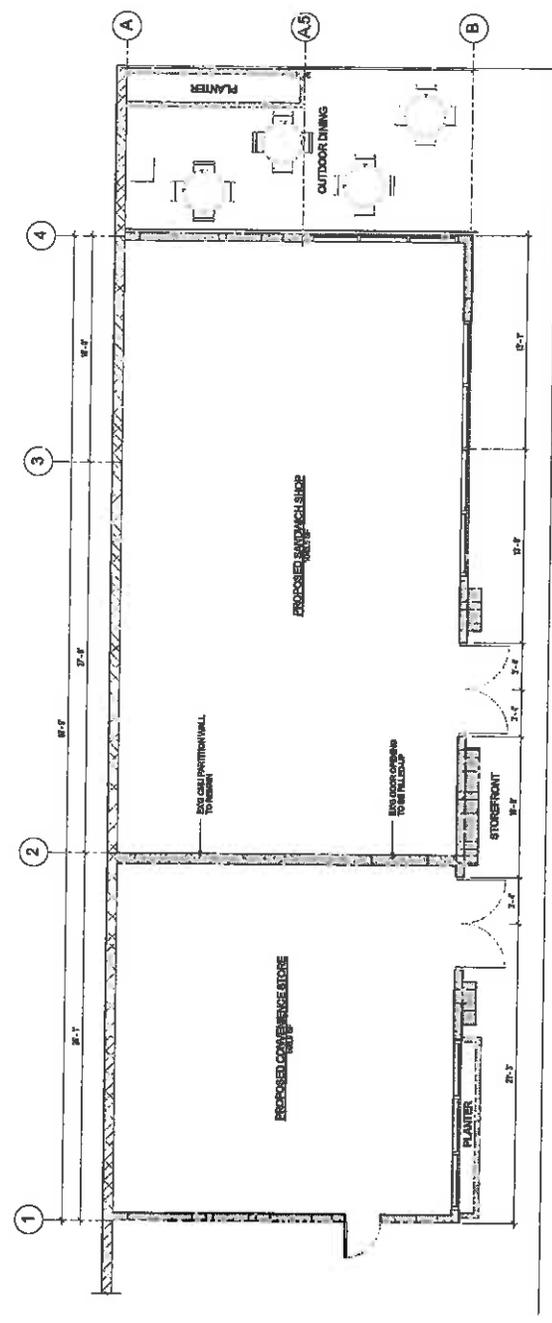
# CUDAHY GAS 'N' SHOP

5001 Clara Street,  
 Cudahy, CA 90201  
 Phone: 310.973.2874  
 Fax: 310.973.2875  
 Email: info@akal.com  
 Website: www.akal.com

PROPOSED  
 RETAIL SPACES  
 C101



EXG 1-STORY AUTO REPAIR SHOP



PROPOSED USE CONVERSION - 2 RETAIL SPACES







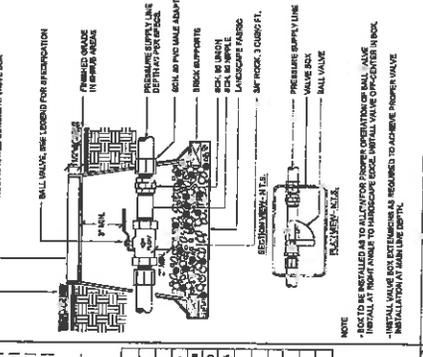
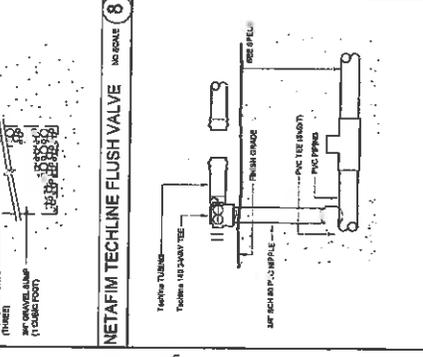
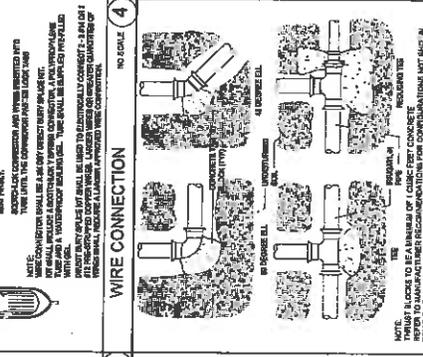
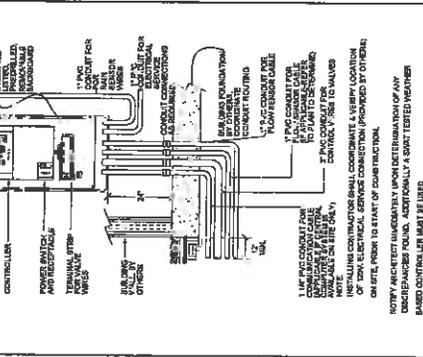
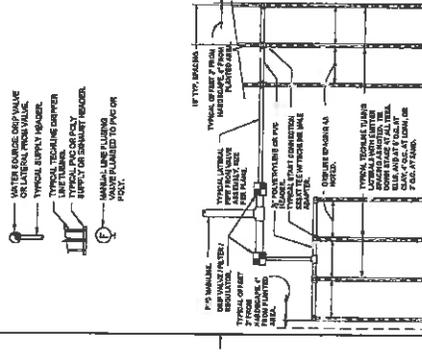
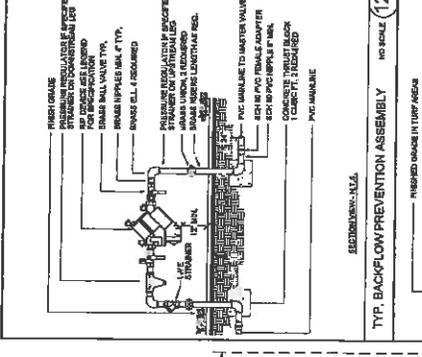
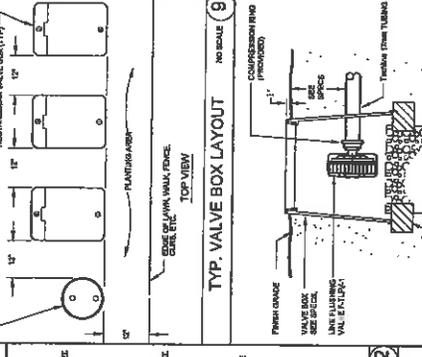
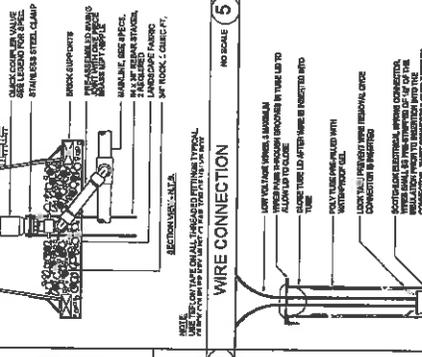
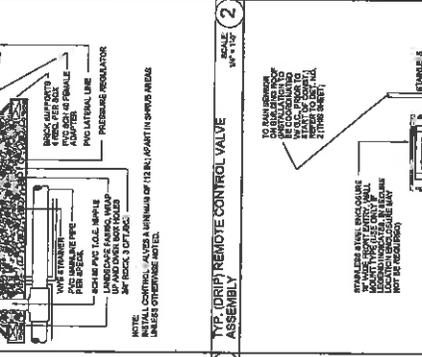
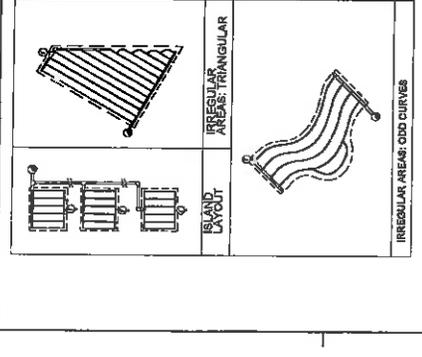
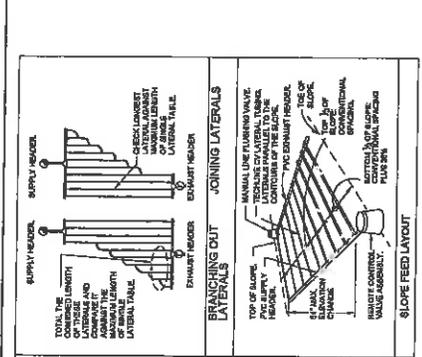
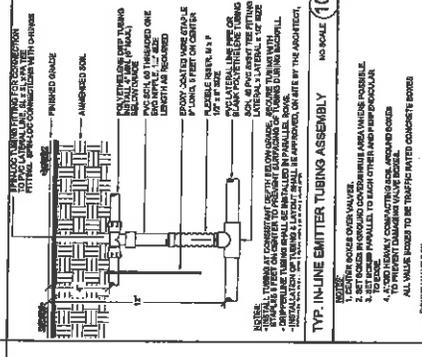
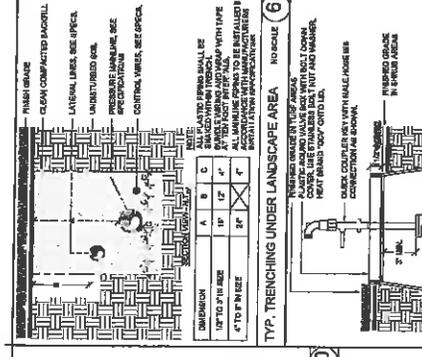
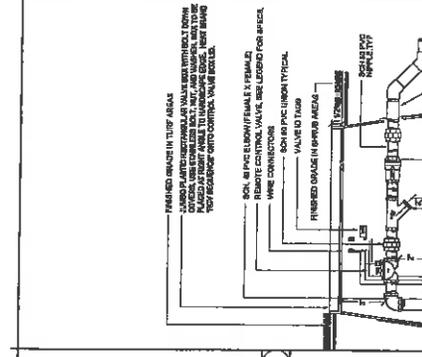


**CUDAHY GAS 'N' SHOP**  
 5001 Clara Street  
 Cudahy, California 90201

Barry S. Dimeo  
 10000 S. 10th St.  
 Suite 100  
 Phoenix, AZ 85041  
 602.944.1212  
 FAX 602.944.1213  
 WWW.AKAL.COM

**IRRIGATION  
 DETAILS**

**L101**



TECHLINE OR MAXIMUM LENGTH OF SINGLE LATERAL (FEET)	SPACING	1"	1 1/2"	2"	3"	4"	5"	6"	8"	10"	12"	15"	20"	25"	30"	40"	50"	60"	75"	100"
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**1 TYP. AUTOMATIC CONTROLLER ASSEMBLY** NO SCALE 1/4" = 1'-0"

**2 TYP. DRIFT/REMOTE CONTROL VALVE ASSEMBLY** NO SCALE 1/4" = 1'-0"

**3 TYP. TRENCHING UNDER LANDSCAPE AREA** NO SCALE

**4 TYP. WIRE CONNECTION** NO SCALE

**5 TYP. NETAFIM TECHLINE FLUSH VALVE** NO SCALE

**6 TYP. VALVE BOX LAYOUT** NO SCALE

**7 TYP. IN-LINE EMITTER TUBING ASSEMBLY** NO SCALE

**8 TYP. BACKFLOW PREVENTION ASSEMBLY** NO SCALE

**9 TYP. BALL VALVE ASSEMBLY** NO SCALE

**10 TYP. NETAFIM TECHLINE VCV REQUIREMENTS** NO SCALE

**11 TYP. NETAFIM TECHLINE FLUSH VALVE** NO SCALE

**12 TYP. BALL VALVE ASSEMBLY** NO SCALE

**13 TYP. NETAFIM TECHLINE VCV REQUIREMENTS** NO SCALE

**14 TYP. NETAFIM TECHLINE VCV REQUIREMENTS** NO SCALE



THIS PLAN IS PREPARED FOR THE CLIENT'S USE ONLY. IT IS NOT TO BE USED FOR ANY OTHER PROJECT OR FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.

**CUDAHY GAS 'N' SHOP**  
 5001 Clara Street,  
 Cudahy, California 90201

Blanco & Dumas  
 10000 Wilshire Blvd.  
 Suite 400, Los Angeles  
 CA 90024 (310) 206-1100

DATE	10/15/2013
BY	AS SHOWN
PROJECT	AS SHOWN
SCALE	AS SHOWN
REVISIONS	
NO.	DESCRIPTION
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	

**PLANT IMAGES**



TA LOPHOSTEMON CONFERTUS 'VARIEGATUS' / BRISSANE BOX  
 TB MAGNOLIA GRANDIFLORA 'LITTLE GEM' / SOUTHERN MAGNOLIA  
 S1 RAPHIOLEPIS INDICA 'BALLERINA' / INDIAN HAWTHORN  
 S2 ROSEMARINUS OFFICINALIS 'HUNTINGTON CARPET' / ROSEMARY



S3 PHORMIUM TENAX 'DUET' / VARIEGATED FLAX | S4  
 LIRIOPE MUSCARI 'SILVERY SUNPROOF' / BIG LILLY TURF  
 S5 AGAVE ATTENUATA / AGAVE  
 S6 COPROSMA HYBRIDS 'TEQUILA SUNRISE' / COPROSMA

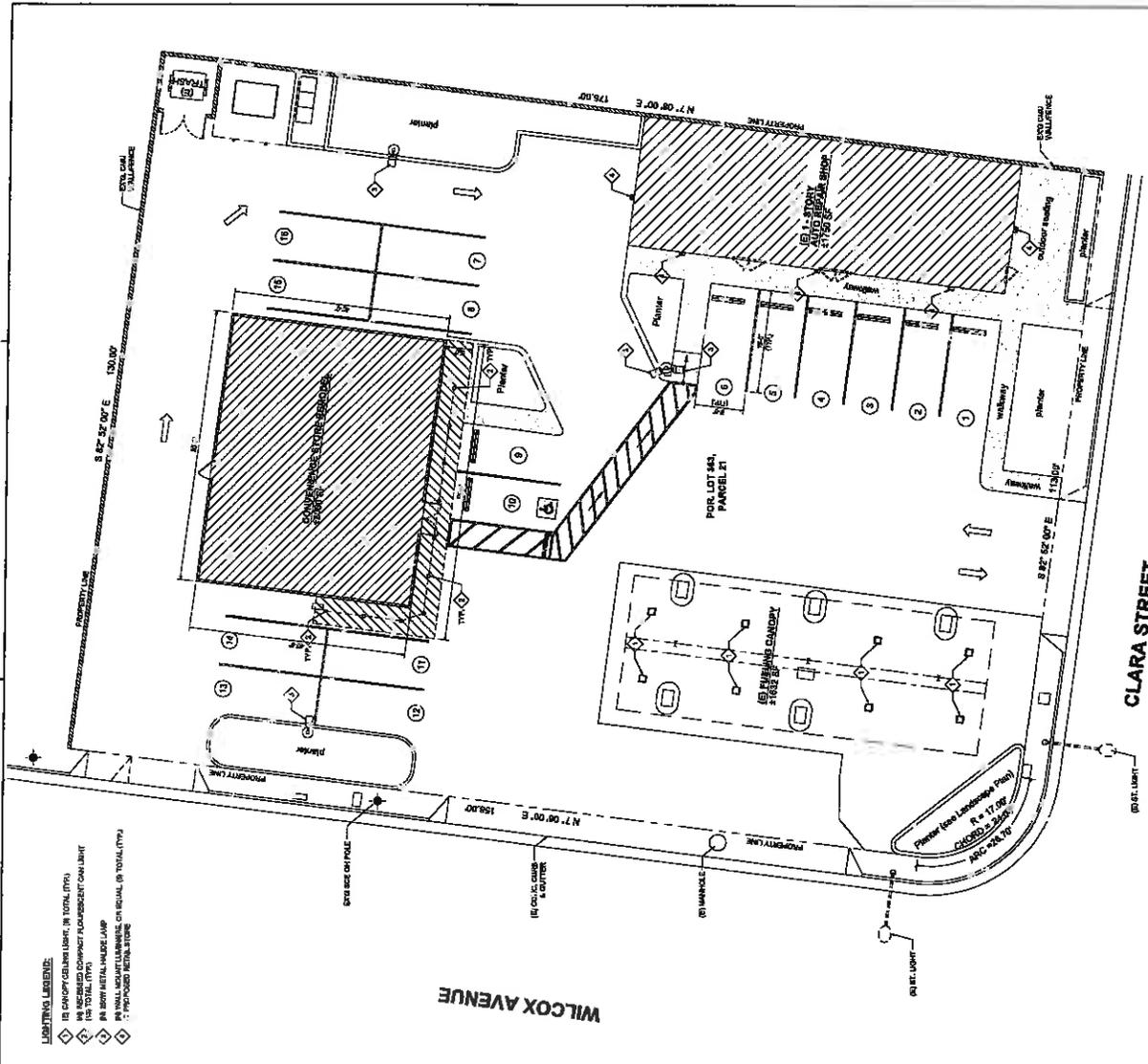


THIS PLAN IS ONE DRAWING ON ONE SHEET. ALL DIMENSIONS AND LOCATIONS ARE AS SHOWN UNLESS OTHERWISE NOTED. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES. THE CLIENT IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE APPROPRIATE AGENCIES.

Cudahy Gas 'N' Shop  
5001 Clara Street  
Cudahy, CA 90201

DATE	10/10/20
BY	AKA
PROJECT	CUDAHY GAS 'N' SHOP
CLIENT	AKA
SCALE	AS SHOWN
PROJECT NO.	1000000000
DRAWING NO.	1000000000
DATE	10/10/20
BY	AKA
PROJECT	CUDAHY GAS 'N' SHOP
CLIENT	AKA
SCALE	AS SHOWN
PROJECT NO.	1000000000
DRAWING NO.	1000000000

PROPOSED LIGHTING PLAN  
LT100



PROPOSED LIGHTING PLAN  
LT100

**LUMINAIRE SCHEDULE**

Symbol	Label	Image	City	Description	Lamp	Number of Luminaires	LUF	Wattage
◇				Recessed ceiling luminaire with 1x4 LED strip light. Suitable for installation in ceiling. High output luminaire.	40W LED Strip Light	4	2000	104
◇				Wall mounted luminaire with 1x4 LED strip light. Suitable for installation on wall. High output luminaire.	40W LED Strip Light	5	2000	104

- LIGHTING LEGEND:**
- ◇ RECESSED CEILING LUMINAIRE, 100 TOTAL (LTP)
  - ◇ WALL MOUNTED LUMINAIRE, 50 TOTAL (LTP)
  - ◇ 1x4 LED STRIP LIGHT LAMP
  - ◇ 40W LED STRIP LIGHT LAMP
  - ◇ 1x4 LED STRIP LIGHT LAMP
  - ◇ 40W LED STRIP LIGHT LAMP

PROPOSED LIGHTING PLAN  
LT100



CUDAHY GAS 'N' SHOP

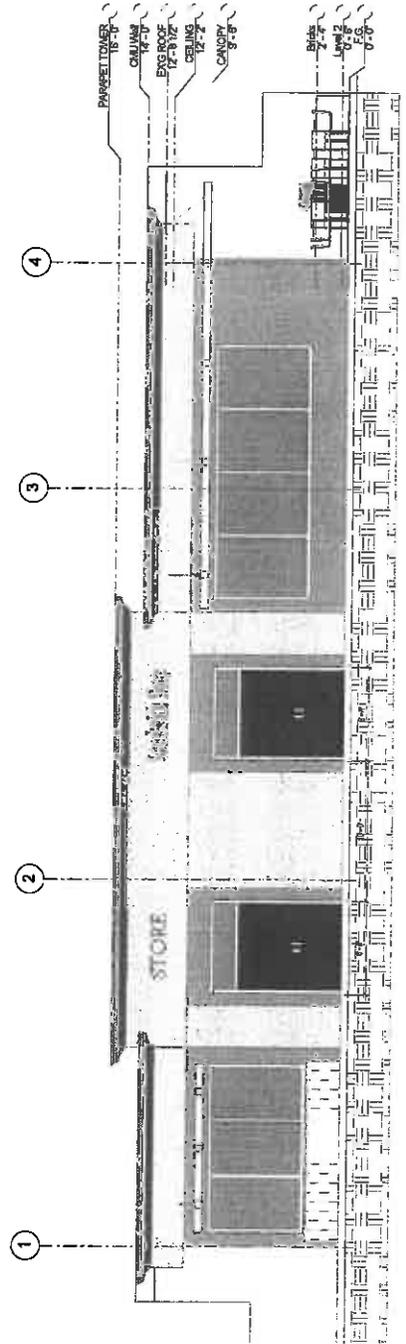
5001 Clara Street  
Cudahy, CA 90201

Blanco & Chance  
2875 East New Way  
Cudahy, CA 90201  
Tel: 562.861.1022

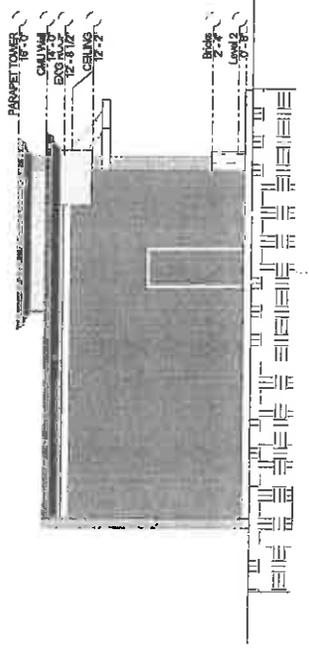
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EXTERIOR ELEVATIONS

C102



PROPOSED USE CONVERSION - EAST ELEVATION



PROPOSED USE CONVERSION - SOUTH ELEVATION



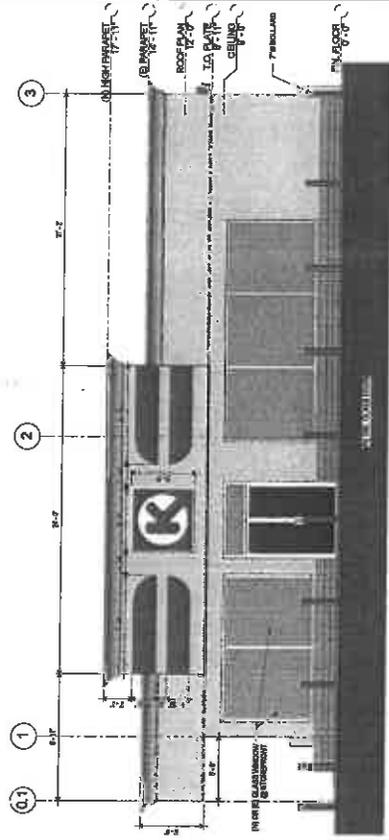
DAVID S. DANKS  
 PROFESSIONAL ENGINEER  
 CIVIL ENGINEERING  
 No. 4485  
 State of California

CUDARY GAS 'N' SHOP

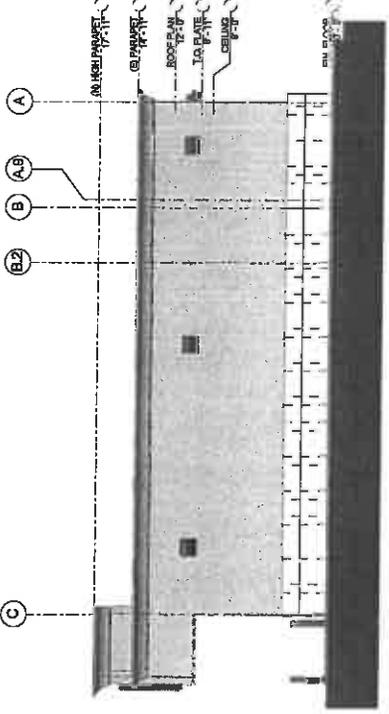
5001 Clara Street  
 Oculdy, CA 90201

NO.	DATE	DESCRIPTION
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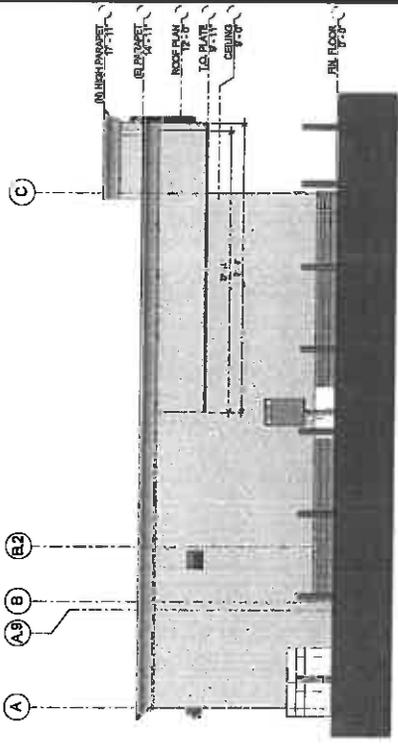
EXTERIOR ELEVATIONS  
 A104



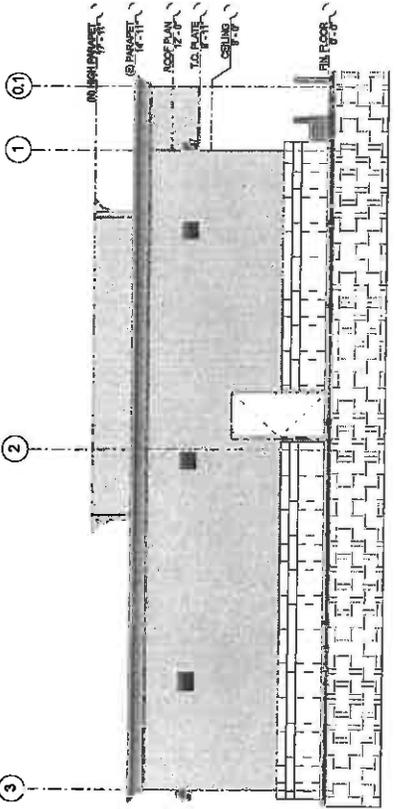
CONVENIENCE STORE NEW FRONT ELEVATION (A)  
 1/4" = 1'-0"  
 (PREVIOUSLY APPROVED & CONSTRUCTED)



CONVENIENCE STORE NEW RIGHT SIDE ELEVATION (D)  
 1/4" = 1'-0"  
 (PREVIOUSLY APPROVED & CONSTRUCTED)



CONVENIENCE STORE NEW LEFT SIDE ELEVATION (B)  
 1/4" = 1'-0"  
 (PREVIOUSLY APPROVED & CONSTRUCTED)



CONVENIENCE STORE NEW REAR ELEVATION (C)  
 1/4" = 1'-0"  
 (PREVIOUSLY APPROVED & CONSTRUCTED)



**Attachment Three:**

**Resolution PC No. 14-05**

## RESOLUTION PC NO. 14-05

**A RESOLUTION OF THE PLANNING COMMISSION OF THE CITY OF CUDAHY RECOMMENDING APPROVAL DEVELOPMENT REVIEW PERMIT NO. 41.499 TO IMPROVE THE FAÇADE OF TWO EXISTING BUILDINGS & CANOPY, THE REMODEL OF EXISTING CONVENIENCE STORE AND CONVERSION OF EXISTING AUTO REPAIR SHOP INTO A RETAIL TYPE USE. THE PROJECT IS LOCATED IN THE NEIGHBORHOOD COMMERCIAL ZONE AT 5001 CLARA STREET.**

WHEREAS: The applicant requests approval of Development Review Permit No. 41.499 to improve the façade of two existing buildings & canopy, the remodel of existing convenience store and conversion of existing Auto Repair Shop into a retail type use and;

WHEREAS: The subject property is located at 5001 Clara Street in an area that is designated by the Cudahy General Plan and by the Cudahy Zoning Map as Neighborhood Commercial (NC); and

WHEREAS: This matter was duly posted and set for public hearing for May 19, 2014 at 6:00 P.M. by the Planning Commission consistent with the City of Cudahy ("City") Zoning Code (Title 20 of the Cudahy Municipal Code) procedures for Development Review Permits.

NOW THEREFORE, the Planning Commission of the City of Cudahy hereby resolves:

**Section 1:** Bharpur Dhanoa, 5001 Clara, Cudahy, California 90201, filed an application for a Development Review Permit to improve the façade of two existing buildings & canopy, the remodel of existing convenience store and conversion of existing Auto Repair Shop into a retail type use. Under Cudahy Municipal Code (CMC) Section 20.40.030, a development review permit shall be required for any project which requires a building permit under CMC Chapter 20.36, and which is located: (2) in the commercial, manufacturing or industrial zone, except for fences/walls, windows, and stucco improvements.

**Section 2:** After considering the proposal on the basis for approval or denial of Development Review Permit 41.499 stated in Section 20 of the Cudahy Municipal Code and, the City Council finds as follows:

## **DEVELOPMENT REVIEW PERMIT 41.499**

- A. The project is compatible with the City of Cudahy's General Plan because it is located in the NC zone. Per CMC Section 20.68.020, the NC Zone is established to provide for restricted neighborhood commercial needs. Limited retail stores are permitted. The standards of development in Zone NC are designed to protect adjacent zones, promote orderly development, and avoid the creation of traffic congestion within the neighborhood. No residential uses are permitted. Therefore, the project is compatible with the City of Cudahy General Plan, any applicable specific plan and any plan of another governmental agency made applicable by statute or ordinance.
  
- B. The proposed development is consistent with the height, bulk, and other design features required by the City Zoning design guidelines, providing a unified and uniform look to the property.
  
- C. The existing surrounding uses include High Density Residential and Neighborhood Commercial type uses. The proposed project is proposing to improve the façade of two existing buildings & canopy, the remodel of existing convenience store and conversion of existing Auto Repair Shop into a retail type use. All of which is consistent with the height, bulk, and other design features found in the surrounding area. The proposed project is consistent with the purpose and intent of the General Plan and zone designation.
  
- D. The proposed development is designed to maximize the use of the space including providing sufficient off-street parking, pedestrian circulation, and provides landscaped areas as called for by the NC zone while providing a safe, efficient, and harmonious development that meets design guidelines for any new development in the City.
  
- E. The proposed project will not affect the qualities of the natural terrain and landscape and will not call for the indiscriminate destruction of trees, shrubs, and other natural features.
  
- F. The design, lighting, and placement of signs is appropriately related to the structure and grounds and is in harmony with the general development on site.
  
- G. There are no proposed mechanical equipment, machinery, trash, or other exterior service areas, therefore there is no required screening which is in harmony with the design of the structures and grounds. If such equipment were

to be installed, it must comply with design guidelines of the Cudahy Municipal Code and Building Code, requiring all mechanical equipment, machinery, trash, and other exterior service areas to be screened.

- H. The proposed development is designed to be consistent with the character of adjacent properties in that the design is consistent with the City's General Plan and zoning designation, meets all development standards, and compatible with the surrounding residential and neighborhood commercial uses, and will not adversely affect the value or quality of the neighborhood.

**Section 3:** Based on the foregoing, the Planning Commission hereby recommends approval of Development Review Permit No. 41.499 Subject to the following conditions of approval:

**Standard Conditions of Approval:**

1. The applicant, its successors in interest, and assigns, shall indemnify, protect, defend (with legal counsel reasonably acceptable to the City), and hold harmless, the City, and any agency or instrumentality thereof, and its elected and appointed officials, officers, employees, and agents, from and against all liabilities, claims, actions, causes of action, proceedings, suits, damages, judgments, liens, levies, and disbursements arising out of or in any way relating to this project, any discretionary approval granted by the City related to the development of the project, or the environmental review conducted under the California Environmental Quality Act, Public Resources Code section 21000 *et seq.*, for the project. If the City Attorney is required to enforce any conditions of approval, the applicant shall pay for all costs of enforcement, including attorney's fees;
2. All conditions shall be binding upon the applicants, their successors and assigns; shall run with the land; shall limit and control the issuance and validity of certificate of occupancy; and shall restrict and limit the construction, location, and use and maintenance of all land and structures within the development;
3. A business license to operate in the City shall be maintained current and renewed annually;
4. Approval of relevant State licenses and certifications must be maintained current and filed with the City's Business License Department;
5. The applicant shall not deviate from any of the approved services without prior approval from the Director of Community Development or the Planning Commission;

6. Window signs and temporary signs displayed behind a window or within a building can occupy no more than up to twenty-five (25%) percent of the window area of the building frontage on which they appear;
7. Any changes in building textures, materials, and colors on the exterior walls are subject to planning approval. A developer is required to submit samples of all exterior materials for approval prior to the issuance of building permits;
8. Anti-graffiti substances shall be used on the perimeter walls of the subject property;
9. Applicant shall remove graffiti within twenty-four (24) hours of application. In the event graffiti is not removed within twenty-four (24) hours, the applicant grants access to the City to enter the property to abate graffiti and shall indemnify the City according to Cudahy Municipal Code Sections 15.20.150 and 15.20.120-130;
10. That the applicant ensures that there is no deviation from the proposed number of approved parking spaces including reserved parking for handicapped drivers;
11. Litter shall be removed at least two times daily or as needed from in front of and for twenty feet beyond the building along adjacent street(s);
12. Adequate internal and external lighting, including walkways, shall be provided for security purposes. The lighting shall be energy efficient, stationary, deflected away from adjacent properties and public rights-of-way, and be of intensity compatible with the commercial neighborhood;
13. Subcontractors hired to improve the physical structures of the building shall obtain a contractor's business license from the City Business License Department and submit proof of workers' compensation insurance to the City Building Department, before the issuance of any permits;
14. All areas of the business that are accessible to patrons shall be illuminated to make easily discernable the appearance and conduct of all people in the business;
15. Sufficient access for vehicle ingress and egress to and from the property shall be maintained at all times;
16. There shall be no loitering in public right-of-way areas, in the parking area, and/or in front of adjacent properties. Loitering shall mean the act of an individual or group of individuals of remaining in a particular place within the vicinity of the property for a protracted time, without directly conducting any business activity, and causing the disruption of peace and enjoyment of the public at the site;

17. A sign permit shall be obtained prior to the installation, construction, or alteration of any sign per Cudahy Municipal Code Chapter 20.84. Temporary sign permits shall be obtained prior to the installation per Cudahy Municipal Code Chapter 20.84.
18. All improvements shall be permitted through the Cudahy Building and Safety Department.
19. Violation of, or noncompliance with, any of the conditions of approval shall constitute grounds for revocation of Development Review Permit No. 41.499.
20. The Planning Commission may review DRP No. 41.499 annually in order to ensure compliance with Cudahy Municipal Code and Building Code;
21. The conditional use permit conditions shall be placed on the property in a location where employees can easily read the conditions;
22. The applicant shall sign and notarize an Affidavit of Acceptance of Conditions, which acknowledges all of the conditions imposed herein and the applicant's acceptance of this Permit subject to those conditions;
23. The rights granted under DRP No. 41.499 may be modified or revoked by the Planning Commission should it be determined that the proposed uses or conditions under which it is being operated or maintained is detrimental to the public health, welfare or materially harmful to property or improvements in the vicinity; if the property is operated or maintained to constitute a public nuisance or contributor to blight; or if the uses on the property are changed from the uses expressly approved herein;
24. The rights granted under DRP No. 41.499 shall expire within one (1) year of the date of approval by the Planning Commission unless operation has commenced or the applicant(s) applies for and is granted an extension of time. No extension of time will be considered unless the application for an extension is filed at least 30 days prior to the expiration. An extension will not be granted if conditions have changed in that the requisite findings for approval can no longer be made

**Project Specific Conditions of Approval:**

25. There shall be no permanent parking/storage of vehicles, or overnight parking allowed;
26. No motor vehicles (commercial or otherwise) shall be:
  - a. Parked on the property except in marked parking spaces;
  - b. Parked on the property unless such vehicles are owned or operated by patrons and/or employees of the building; or

c. Parked overnight;

27. Phase One:

- a. Façade improvement of convenience store (1 unit);
- b. Relocation of switch gear and installation of transformer per Southern California Edison.

Building permits and certificate of occupancy will be finalized upon completion of Phase I.

28. Phase Two:

- a. Convert auto-body repair shop (one unit) into retail type use;
- b. The conversion of auto-body repair shop from one unit into two separate units;

Building permits and certificate of occupancy will be finalized upon completion of Phase II.

- 29. Modify plans to remove proposed restaurant (sandwich shop) and seating area. Retail use permitted only.
- 30. Submittal to Fire Prevention Engineering Section Building Plan Check Unit is required for tenant improvements and or use of, disposal or potentially hazardous materials, such as toxic, flammable or explosive substances.

**Section 4:** The Project has been environmentally reviewed pursuant to the provisions of the California Environmental Quality Act (Public Resources Code Sections 21000, *et seq.* ("CEQA")), the State CEQA Guidelines (California Code of Regulations, Title 14, Sections 15000, *et seq.*), the requested entitlements have been noticed and posted according to CEQA project guidelines.

An environmental review has been considered for the subject property. Staff finds that projects involving negligible or no expansion of an existing use are exempt from CEQA pursuant to Public Resources Code Section 21084, subdivision (a), and CEQA Guidelines Section 15301 as projects that have been categorically determined not to have a significant effect on the environment.

**Section 5:** Any interested party may appeal this decision to the City Council pursuant to Section 20.20.010 of the Cudahy Municipal Code. In the event an appeal is duly filed, the time within which judicial review, if available, of the City Council's decision must be sought is governed by Section 1094.6 of the California Code of

Procedure, unless a shorter time is provided by other applicable law.

**PASSED AND APPROVED THIS 19<sup>TH</sup> DAY OF MAY, 2014 BY THE FOLLOWING ROLL CALL VOTE:**

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**

\_\_\_\_\_  
Chairman

**ATTEST:**

**APPROVE AS TO FORM:  
OLIVAREZ, GALLAGER & PADILLA, P.C.,  
CITY ATTORNEY**

\_\_\_\_\_  
Carrie A. Gallagher, Interim City  
Clerk

By: \_\_\_\_\_  
Richard Padilla

9C

**RESOLUTION NO. 14-xx**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY LEVYING FEES FOR THE HANDLING OF SOLID WASTE AND RECYCLABLE MATERIALS AGAINST RESIDENTIAL PROPERTIES WITHIN THE CITY**

WHEREAS, California Health and Safety Code Sections 5473 authorizes the City of Cudahy to adopt an ordinance to collect solid waste rates on the tax roll, in the same manner and at the same time as its general taxes; and

WHEREAS, pursuant to City of Cudahy Municipal Code section 8.12.170, the City may collect fees for residential solid waste and recyclable materials handling services by causing fees to be placed on the Los Angeles County tax rolls through procedures established by the Los Angeles County tax collector; and

WHEREAS, the City has caused notice of public hearing to be published regarding the assessment of fees for solid waste collection on residential properties for the 2014-2015 fiscal year in the City of Cudahy; and

WHEREAS, the City Council has heard and considered objections and protests to the report assessing solid waste collection on residential properties for the 2014-2015 fiscal year in the City of Cudahy prepared pursuant to Section 5473 of the California Health and Safety Code (the "Report") at the June 3, 2104 regular City Council meeting; and

WHEREAS, the City Council has determined and hereby finds that protests have not been made by the owners of a majority of the separate parcels of property described in the Report; and

WHEREAS, the City Council has determined to adopt the Report and collect said solid waste charges by placing them on the Los Angeles County tax rolls through procedures established by the Los Angeles County tax collector.

**BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

**SECTION 1.** Following notice of public hearing, the City Council has held a full and fair public hearing on June 3, 2014, on the levy of a fee against residential properties within the City for solid waste and recyclable materials handling services. All interested persons were afforded the opportunity to hear and to be heard regarding the Report prepared in connection with such fee pursuant to Section 5473 of the California Health and Safety Code. A true and correct copy of the Report is attached as Exhibit "A". The City Council hereby finds that there was no protest made by the majority of

separate parcels of property described in the Report. All protests and objections to the Report are hereby overruled.

**SECTION 2.** The City Council hereby determines to set a collection fee of **\$18.61 per dwelling unit per month**, against residential properties within the City for solid waste and recyclable materials handling services and adopts the Report as filed.

**SECTION 3.** Pursuant to Subsection 8.12.170 (2) of the Cudahy Municipal Code and Section 5473 of the California Health and Safety Code, the City Council elects to continue collecting the above solid waste and recyclable materials handling services fees on the tax roll in the same manner, by the same persons, at the same time as, together with and not separately from, the general taxes of the City.

**SECTION 4.** The Finance Director is hereby authorized and directed to file with the County Auditor a copy of the Report with a statement endorsed on the Report over her signature that the Report has been finally adopted by the City Council.

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 3<sup>rd</sup> day of June, 2014.**

\_\_\_\_\_  
Chris Garcia  
Mayor

ATTEST:

APPROVED AS TO FORM

\_\_\_\_\_  
Carrie Gallagher  
Deputy City Clerk

\_\_\_\_\_  
Rick R. Olivarez  
City Attorney

STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES        )     SS:  
CITY OF CUDAHY                    )

I, Carrie Gallagher, Deputy City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. \_\_\_\_\_ was passed and adopted by the City Council of the City of Cudahy, signed by the Mayor and attested by the City Clerk at a regular meeting of said Council held on the \_\_\_\_\_ day of \_\_\_\_\_, 2014 and that said Resolution was adopted by the following vote, to-wit:

**AYES:**

**NOES:**

**ABSTAIN:**

**ABSENT:**

\_\_\_\_\_  
Carrie Gallagher  
Deputy City Clerk

**City of Cudahy  
Rubbish Collection Charge  
Fiscal Year 2014/15**

ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6224-001-001	5156 ELIZABETH ST	RES	12	5	223.32	1,116.60
6224-001-003	5210 ELIZABETH ST	RES	6	5	223.32	1,116.60
6224-001-012	5200 ELIZABETH ST	RES	5	5	223.32	1,116.60
6224-001-013	5206 ELIZABETH ST	RES	7	3	223.32	669.96
6224-001-014	5256 ELIZABETH ST	RES	1	1	223.32	223.32
6224-001-015	5260 ELIZABETH ST	RES	1	1	223.32	223.32
6224-001-018	5222 ELIZABETH ST	RES	1	1	223.32	223.32
6224-001-019	5228 ELIZABETH ST	RES	1	1	223.32	111.66
6224-001-020	7911 PARK AVE	RES	1	1	223.32	223.32
6224-001-021	7923 PARK AVE	RES	1	1	223.32	223.32
6224-001-022	7929 PARK AVE	RES	1	1	223.32	223.32
6224-001-023	7933 PARK AVE	RES	2	2	223.32	446.64
6224-001-024	7941 PARK AVE	RES	2	2	223.32	446.64
6224-002-001	5000 ELIZABETH ST	RES	1	1	223.32	111.66
6224-002-002	5006 ELIZABETH ST	RES	1	1	223.32	223.32
6224-002-003	5010 ELIZABETH ST	RES	2	2	223.32	446.64
6224-002-004	5016 ELIZABETH ST	RES	2	1	223.32	111.66
6224-002-005	7914 WILCOX AVE	RES	4	4	223.32	893.28
6224-002-006	7922 WILCOX AVE	RES	3	3	223.32	669.96
6224-002-008	7930 WILCOX AVE	RES	1	1	223.32	223.32
6224-002-009	7934 WILCOX AVE	RES	1	1	223.32	223.32
6224-002-013	5100 ELIZABETH ST	RES	9	5	223.32	1,116.60
6224-002-014	5106 ELIZABETH ST	RES	1	1	223.32	223.32
6224-002-023	7926 WILCOX AVE	RES	3	1	223.32	223.32
6224-002-025	5110 ELIZABETH ST	RES	1	1	223.32	223.32
6224-002-026	7903 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-027	7905 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-028	7907 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-029	7909 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-030	7911 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-031	7913 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-032	7915 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-033	7917 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-034	7919 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-035	7912 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-036	7910 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-037	7908 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-038	7906 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-039	7904 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-040	7902 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-041	7900 CRAFTON AVE	RES	1	1	223.32	223.32
6224-002-042	7901 WALKER AVE	RES	1	1	223.32	223.32
6224-002-043	7903 WALKER AVE	RES	1	1	223.32	223.32
6224-002-044	7905 WALKER AVE	RES	1	1	223.32	223.32
6224-002-045	7907 WALKER AVE	RES	1	1	223.32	223.32
6224-002-046	7909 WALKER AVE	RES	1	1	223.32	223.32
6224-002-047	7911 WALKER AVE	RES	1	1	223.32	223.32
6224-002-048	7913 WALKER AVE	RES	1	1	223.32	223.32
6224-002-049	7914 WALKER AVE	RES	1	1	223.32	223.32
6224-002-050	7912 WALKER AVE	RES	1	1	223.32	223.32
6224-002-051	7910 WALKER AVE	RES	1	1	223.32	223.32
6224-002-052	7908 WALKER AVE	RES	1	1	223.32	223.32
6224-002-053	7906 WALKER AVE	RES	1	1	223.32	223.32
6224-002-054	7904 WALKER AVE	RES	1	1	223.32	223.32

**City of Cudahy  
Rubbish Collection Charge  
Fiscal Year 2014/15**

ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6224-002-055	7902 WALKER AVE	RES	1	1	223.32	223.32
6224-002-056	7900 WALKER AVE	RES	1	1	223.32	223.32
6224-002-059	5048 ELIZABETH ST	RES	2	1	223.32	223.32
6224-003-005	4842 ELIZABETH ST	RES	8	8	223.32	1,786.56
6224-003-008	4854 ELIZABETH ST	RES	1	1	223.32	223.32
6224-003-009	4858 ELIZABETH ST	RES	1	1	223.32	223.32
6224-003-010	4900 ELIZABETH ST	RES	4	4	223.32	893.28
6224-003-011	4906 ELIZABETH ST	RES	2	2	223.32	446.64
6224-003-012	4914 ELIZABETH ST	RES	2	2	223.32	446.64
6224-003-016	4932 ELIZABETH ST	RES	4	4	223.32	893.28
6224-003-018	4946 ELIZABETH ST	RES	2	2	223.32	446.64
6224-003-019	4950 ELIZABETH ST	RES	2	2	223.32	446.64
6224-003-021	7919 WILCOX AVE	RES	2	2	223.32	446.64
6224-003-024	4926 ELIZABETH ST	RES	2	2	223.32	446.64
6224-003-025	7927 WILCOX AVE	RES	3	3	223.32	669.96
6224-003-026	7931 WILCOX AVE	RES	4	4	223.32	893.28
6224-003-027	7939 WILCOX AVE	RES	1	1	223.32	223.32
6224-003-028	4956 ELIZABETH ST	RES	1	1	223.32	223.32
6224-003-029	7911 WILCOX AVE	RES	1	1	223.32	223.32
6224-003-030	4852 ELIZABETH ST	RES	3	2	223.32	446.64
6224-003-033	4852 ELIZABETH ST	RES	2	2	223.32	446.64
6224-004-013	4800 ELIZABETH ST	RES	3	3	223.32	669.96
6224-004-015	4716 ELIZABETH ST	RES	5	5	223.32	1,116.60
6224-004-030	4638 ELIZABETH ST	RES	1	1	223.32	223.32
6224-005-016	4532 ELIZABETH ST	RES	4	4	223.32	893.28
6224-005-019	4528 ELIZABETH ST	RES	3	3	223.32	669.96
6224-005-026	4531 SANTA ANA ST	RES	4	4	223.32	893.28
6224-005-027	4523 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-005-036	4508 ELIZABETH ST	RES	1	1	223.32	223.32
6224-006-005	4404 ELIZABETH ST	RES	1	1	223.32	223.32
6224-006-009	4348 ELIZABETH ST	RES	8	5	223.32	1,116.60
6224-006-014	4324 ELIZABETH ST	RES	2	2	223.32	446.64
6224-006-015	4318 ELIZABETH ST	RES	7	5	223.32	1,116.60
6224-006-016	4312 ELIZABETH ST	RES	5	5	223.32	1,116.60
6224-006-020	4332 ELIZABETH ST	RES	1	1	223.32	223.32
6224-006-021	4334 ELIZABETH ST	RES	1	1	223.32	223.32
6224-006-025	4344 ELIZABETH ST	RES	1	1	223.32	223.32
6224-006-028	4336 ELIZABETH ST	RES	4	4	223.32	893.28
6224-006-043	4326 ELIZABETH ST	RES	1	1	223.32	223.32
6224-006-044	4326 ELIZABETH ST	RES	1	1	223.32	223.32
6224-006-045	4328 ELIZABETH ST	RES	1	1	223.32	223.32
6224-006-046	4328 ELIZABETH ST	RES	1	1	223.32	223.32
6224-007-003	4258 ELIZABETH ST	RES	3	3	223.32	669.96
6224-007-011	4254 ELIZABETH ST	RES	2	2	223.32	446.64
6224-008-005	4417 SANTA ANA ST	RES	7	3	223.32	669.96
6224-008-006	4411 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-008-008	4337 SANTA ANA ST	RES	4	2	223.32	446.64
6224-008-010	4329 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-008-011	4321 SANTA ANA ST	RES	4	4	223.32	893.28
6224-009-003	4422 ELIZABETH ST	RES	1	1	223.32	223.32
6224-009-004	4426 ELIZABETH ST	RES	1	1	223.32	223.32
6224-009-005	4434 ELIZABETH ST	RES	1	1	223.32	223.32
6224-009-006	4436 ELIZABETH ST	RES	1	1	223.32	223.32

**City of Cudahy  
Rubbish Collection Charge  
Fiscal Year 2014/15**

ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6224-009-007	7910 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-008	7914 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-009	7918 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-010	7920 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-011	7924 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-012	7928 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-013	7932 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-014	7934 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-015	7938 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-016	8004 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-017	8012 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-018	8020 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-019	8026 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-020	4435 SANTA ANA ST	RES	1	1	223.32	223.32
6224-009-021	4431 SANTA ANA ST	RES	1	1	223.32	223.32
6224-009-022	8027 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-023	8021 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-024	8011 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-025	8005 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-026	7939 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-027	7935 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-028	7933 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-029	7929 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-030	7925 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-031	7921 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-032	7919 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-033	7915 CLARKSON AVE	RES	1	1	223.32	223.32
6224-009-034	7911 CLARKSON AVE	RES	1	1	223.32	223.32
6224-010-004	4747 SANTA ANA ST	RES	3	3	223.32	669.96
6224-010-005	4741 SANTA ANA ST	RES	3	3	223.32	669.96
6224-010-006	4735 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-010-007	4731 SANTA ANA ST	RES	2	3	223.32	669.96
6224-011-001	8005 WILCOX AVE	RES	1	1	223.32	223.32
6224-011-003	4949 SANTA ANA ST	RES	1	1	223.32	223.32
6224-011-004	4943 SANTA ANA ST	RES	1	1	223.32	223.32
6224-011-005	4939 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-011-006	4937 SANTA ANA ST	RES	3	3	223.32	669.96
6224-011-008	4925 SANTA ANA ST	RES	4	4	223.32	893.28
6224-011-011	4909 SANTA ANA ST	RES	4	3	223.32	669.96
6224-011-012	4903 SANTA ANA ST	RES	2	2	223.32	446.64
6224-011-013	4859 SANTA ANA ST	RES	6	5	223.32	1,116.60
6224-011-017	4827 SANTA ANA ST	RES	1	1	223.32	223.32
6224-011-019	4817 SANTA ANA ST	RES	7	5	223.32	1,116.60
6224-011-020	4811 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-011-024	4835 SANTA ANA ST	RES	7	5	223.32	1,116.60
6224-011-025	4831 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-012-003	5129 SANTA ANA ST	RES	7	4	223.32	893.28
6224-012-004	5125 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-012-005	5119 SANTA ANA ST	RES	1	1	223.32	223.32
6224-012-006	5111 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-012-016	8012 WILCOX AVE	RES	4	4	223.32	893.28
6224-012-017	8002 WILCOX AVE	RES	6	5	223.32	1,116.60
6224-012-019	5013 SANTA ANA ST	RES	3	3	223.32	669.96

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6224-012-024	5109 SANTA ANA ST	RES	2	2	223.32	446.64
6224-012-026	5049 SANTA ANA ST	RES	2	2	223.32	446.64
6224-012-027	8026 ALAMO AVE	RES	2	2	223.32	334.98
6224-012-032	8023 ALAMO AVE	RES	2	2	223.32	334.98
6224-012-034	8022 WILCOX AVE	RES	3	3	223.32	669.96
6224-012-035	8000 ALAMO AVE	RES	2	2	223.32	446.64
6224-012-036	8006 ALAMO AVE	RES	4	4	223.32	893.28
6224-012-037	8020 ALAMO AVE	RES	2	2	223.32	446.64
6224-012-038	8001 ALAMO AVE	RES	2	2	223.32	446.64
6224-012-041	5019 SANTA ANA ST	RES	3	3	223.32	669.96
6224-012-042	5037 SANTA ANA ST	RES	1	1	223.32	223.32
6224-012-043	8007 ALAMO AVE	RES	2	2	223.32	446.64
6224-012-044	8013 ALAMO AVE	RES	2	2	223.32	446.64
6224-012-045	8017 ALAMO AVE	RES	2	2	223.32	446.64
6224-013-006	5207 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-013-009	5155 SANTA ANA ST	RES	3	3	223.32	669.96
6224-015-002	5112 SANTA ANA ST	RES	1	1	223.32	223.32
6224-015-007	5142 SANTA ANA ST	RES	4	4	223.32	893.28
6224-015-008	5146 SANTA ANA ST	RES	4	4	223.32	893.28
6224-015-016	5210 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-015-018	5204 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-015-029	5104 SANTA ANA ST	RES	8	8	223.32	1,786.56
6224-016-002	5010 SANTA ANA ST	RES	1	1	223.32	223.32
6224-016-003	8114 WILCOX AVE	RES	2	1	223.32	223.32
6224-016-004	8120 WILCOX AVE	RES	1	1	223.32	223.32
6224-016-005	8124 WILCOX AVE	RES	1	1	223.32	223.32
6224-016-007	8134 WILCOX AVE	RES	1	1	223.32	223.32
6224-016-009	5022 SANTA ANA ST	RES	3	3	223.32	669.96
6224-016-014	5038 SANTA ANA ST	RES	2	2	223.32	446.64
6224-016-015	5042 SANTA ANA ST	RES	6	5	223.32	1,116.60
6224-016-028	8128 WILCOX AVE	RES	1	1	223.32	223.32
6224-017-001	4810 SANTA ANA ST	RES	3	3	223.32	669.96
6224-017-002	4818 SANTA ANA ST	RES	2	2	223.32	446.64
6224-017-003	4822 SANTA ANA ST	RES	5	6	223.32	1,339.92
6224-017-004	4828 SANTA ANA ST	RES	2	2	223.32	446.64
6224-017-005	4830 SANTA ANA ST	RES	3	1	223.32	223.32
6224-017-008	4850 SANTA ANA ST	RES	6	5	223.32	1,116.60
6224-017-009	4856 SANTA ANA ST	RES	4	4	223.32	893.28
6224-017-011	4900 SANTA ANA ST	RES	1	1	223.32	223.32
6224-017-014	4920 SANTA ANA ST	RES	8	5	223.32	1,116.60
6224-017-015	4922 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-017-017	4932 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-017-019	4956 SANTA ANA ST	RES	1	1	223.32	223.32
6224-017-020	8117 WILCOX AVE	RES	3	3	223.32	669.96
6224-017-021	8125 WILCOX AVE	RES	2	2	223.32	446.64
6224-017-022	8133 WILCOX AVE	RES	1	1	223.32	111.66
6224-017-023	8135 WILCOX AVE	RES	4	4	223.32	893.28
6224-017-026	4926 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-017-028	8100 SANTA ANA PNES	RES	1	1	223.32	223.32
6224-017-029	8108 SANTA ANA PNES	RES	1	1	223.32	223.32
6224-017-030	8116 SANTA ANA PNES	RES	1	1	223.32	223.32
6224-017-031	8124 SANTA ANA PNES	RES	1	1	223.32	223.32
6224-017-032	8132 SANTA ANA PNES	RES	1	1	223.32	223.32

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6224-017-033	8140 SANTA ANA PNES	RES	1	1	223.32	223.32
6224-017-034	8141 SANTA ANA PNES	RES	1	1	223.32	223.32
6224-017-035	8133 SANTA ANA PNES	RES	1	1	223.32	223.32
6224-017-036	8125 SANTA ANA PNES	RES	1	1	223.32	223.32
6224-017-037	8117 SANTA ANA PNES	RES	1	1	223.32	223.32
6224-017-038	8109 SANTA ANA PNES	RES	1	1	223.32	223.32
6224-017-039	8101 SANTA ANA PNES	RES	1	1	223.32	223.32
6224-017-041	4944 SANTA ANA ST	RES	3	3	223.32	669.96
6224-017-042	4948 SANTA ANA ST	RES	2	2	223.32	446.64
6224-018-007	4730 SANTA ANA ST	RES	2	2	223.32	446.64
6224-018-008	4734 SANTA ANA ST	RES	3	3	223.32	669.96
6224-018-014	4766 SANTA ANA ST	RES	4	4	223.32	893.28
6224-018-054	4758 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-055	4758 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-056	4760 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-057	4760 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-058	4762 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-059	4762 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-060	4750 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-061	4750 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-062	4752 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-063	4752 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-064	4754 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-065	4754 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-066	4756 SANTA ANA ST	RES	1	1	223.32	223.32
6224-018-067	4756 SANTA ANA ST	RES	1	1	223.32	223.32
6224-019-011	4546 SANTA ANA ST	RES	2	2	223.32	446.64
6224-019-012	4532 SANTA ANA ST	RES	3	3	223.32	669.96
6224-019-016	4644 SANTA ANA ST	RES	1	1	223.32	223.32
6224-020-003	4500 SANTA ANA ST	RES	5	3	223.32	669.96
6224-020-004	4446 SANTA ANA ST	RES	5	5	223.32	1,116.60
6224-020-005	4442 SANTA ANA ST	RES	2	2	223.32	446.64
6224-020-007	4426 SANTA ANA ST	RES	3	3	223.32	669.96
6224-020-011	4334 SANTA ANA ST	RES	6	3	223.32	669.96
6224-020-012	4332 SANTA ANA ST	RES	2	2	223.32	446.64
6224-021-012	4515 CECILIA ST	RES	27	2	223.32	446.64
6224-022-010	4555 CECILIA ST	RES	30	1	223.32	223.32
6224-023-005	4735 CECILIA ST	RES	1	1	223.32	223.32
6224-025-002	5035 CECILIA ST	RES	2	2	223.32	446.64
6224-025-005	5031 CECILIA ST	RES	1	1	223.32	223.32
6224-025-006	5029 CECILIA ST	RES	1	1	223.32	223.32
6224-025-011	5027 CECILIA ST	RES	1	1	223.32	223.32
6224-025-012	5019 CECILIA ST	RES	1	1	223.32	223.32
6224-025-013	8238 WILCOX AVE	RES	2	2	223.32	446.64
6224-025-017	8214 WILCOX AVE	RES	1	1	223.32	223.32
6224-025-018	8206 WILCOX AVE	RES	4	4	223.32	893.28
6224-025-023	5043 CECILIA ST	RES	6	2	223.32	446.64
6224-026-003	8201 CRAFTON AVE	RES	1	1	223.32	223.32
6224-026-005	8211 CRAFTON AVE	RES	2	2	223.32	446.64
6224-026-006	8215 CRAFTON AVE	RES	1	1	223.32	223.32
6224-026-007	8219 CRAFTON AVE	RES	1	1	223.32	223.32
6224-026-008	8223 CRAFTON AVE	RES	1	1	223.32	223.32
6224-026-010	8233 FERNDALE AVE	RES	2	2	223.32	446.64

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6224-026-011	5075 CECILIA ST	RES	1	1	223.32	223.32
6224-026-012	5063 CECILIA ST	RES	6	4	223.32	893.28
6224-026-014	5059 CECILIA ST	RES	4	4	223.32	893.28
6224-026-015	5053 CECILIA ST	RES	3	3	223.32	669.96
6224-026-016	8205 CRAFTON AVE	RES	2	2	223.32	446.64
6224-026-017	8202 CRAFTON AVE	RES	3	3	223.32	669.96
6224-027-001	5103 CECILIA ST	RES	2	2	223.32	446.64
6224-027-002	5113 CECILIA ST	RES	1	1	223.32	223.32
6224-027-003	5117 CECILIA ST	RES	1	1	223.32	223.32
6224-027-004	5121 CECILIA ST	RES	1	1	223.32	223.32
6224-027-005	5125 CECILIA ST	RES	1	1	223.32	223.32
6224-027-006	5129 CECILIA ST	RES	2	2	223.32	446.64
6224-027-007	5133 CECILIA ST	RES	2	2	223.32	446.64
6224-027-008	5135 CECILIA ST	RES	2	2	223.32	446.64
6224-027-009	5141 CECILIA ST	RES	2	2	223.32	446.64
6224-027-010	5145 CECILIA ST	RES	2	2	223.32	446.64
6224-027-011	5149 CECILIA ST	RES	2	2	223.32	446.64
6224-027-012	5203 CECILIA ST	RES	2	2	223.32	446.64
6224-027-013	5205 CECILIA ST	RES	2	2	223.32	446.64
6224-027-014	5211 CECILIA ST	RES	1	1	223.32	223.32
6224-027-015	5215 CECILIA ST	RES	2	2	223.32	446.64
6224-027-016	5219 CECILIA ST	RES	2	2	223.32	446.64
6224-027-017	5223 CECILIA ST	RES	1	1	223.32	223.32
6224-027-021	5237 CECILIA ST	RES	1	1	223.32	223.32
6224-027-022	5241 CECILIA ST	RES	1	1	223.32	223.32
6224-027-023	5245 CECILIA ST	RES	1	1	223.32	223.32
6224-027-024	5249 CECILIA ST	RES	1	1	223.32	223.32
6224-027-030	5227 CECILIA ST	RES	1	1	223.32	223.32
6224-027-032	5253 CECILIA ST	RES	1	1	223.32	223.32
6224-028-004	5248 CECILIA ST	RES	1	1	223.32	223.32
6224-028-005	5244 CECILIA ST	RES	1	1	223.32	223.32
6224-028-006	5240 CECILIA ST	RES	1	1	223.32	223.32
6224-028-007	5236 CECILIA ST	RES	1	1	223.32	223.32
6224-028-008	5232 CECILIA ST	RES	1	1	223.32	223.32
6224-028-009	5228 CECILIA ST	RES	2	2	223.32	446.64
6224-028-010	5224 CECILIA ST	RES	1	1	223.32	223.32
6224-028-011	5220 CECILIA ST	RES	1	1	223.32	223.32
6224-028-012	5216 CECILIA ST	RES	1	1	223.32	223.32
6224-028-013	5212 CECILIA ST	RES	1	1	223.32	223.32
6224-028-014	5208 CECILIA ST	RES	1	1	223.32	223.32
6224-028-015	5204 CECILIA ST	RES	1	1	223.32	223.32
6224-028-016	5200 CECILIA ST	RES	1	1	223.32	223.32
6224-028-017	5148 CECILIA ST	RES	1	1	223.32	223.32
6224-028-018	5144 CECILIA ST	RES	1	1	223.32	223.32
6224-028-019	5140 CECILIA ST	RES	1	1	223.32	223.32
6224-028-020	5136 CECILIA ST	RES	1	1	223.32	223.32
6224-028-021	5132 CECILIA ST	RES	1	1	223.32	223.32
6224-028-022	5128 CECILIA ST	RES	2	2	223.32	446.64
6224-028-023	5122 CECILIA ST	RES	2	1	223.32	223.32
6224-028-024	5118 CECILIA ST	RES	2	2	223.32	334.98
6224-028-025	5116 CECILIA ST	RES	1	1	223.32	223.32
6224-028-026	5112 CECILIA ST	RES	1	1	223.32	223.32
6224-028-027	5108 CECILIA ST	RES	1	1	223.32	223.32

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6224-028-028	5102 CECILIA ST	RES	1	1	223.32	223.32
6224-028-029	8238 FERNDALE AVE	RES	1	1	223.32	223.32
6224-028-033	5252 CECILIA ST	RES	1	1	223.32	223.32
6224-029-001	8306 FERNDALE AVE	RES	2	2	223.32	446.64
6224-029-002	5119 FOSTORIA ST	RES	3	3	223.32	669.96
6224-029-003	5129 FOSTORIA ST	RES	2	2	223.32	446.64
6224-029-004	5135 FOSTORIA ST	RES	3	3	223.32	669.96
6224-029-005	5143 FOSTORIA ST	RES	3	3	223.32	669.96
6224-029-006	5151 FOSTORIA ST	RES	4	4	223.32	893.28
6224-029-007	5201 FOSTORIA ST	RES	4	4	223.32	893.28
6224-029-008	5205 FOSTORIA ST	RES	3	3	223.32	669.96
6224-029-009	5215 FOSTORIA ST	RES	4	4	223.32	893.28
6224-029-010	5221 FOSTORIA ST	RES	4	4	223.32	893.28
6224-029-011	5227 FOSTORIA ST	RES	2	2	223.32	446.64
6224-029-014	5245 FOSTORIA ST	RES	2	2	223.32	446.64
6224-029-015	5251 FOSTORIA ST	RES	4	4	223.32	893.28
6224-029-016	5259 FOSTORIA ST	RES	2	2	223.32	446.64
6224-029-017	5267 FOSTORIA ST	RES	2	2	223.32	446.64
6224-029-018	5273 FOSTORIA ST	RES	1	1	223.32	223.32
6224-029-022	5235 FOSTORIA ST	RES	2	2	223.32	446.64
6224-029-023	5239 FOSTORIA ST	RES	2	2	223.32	446.64
6224-030-002	5268 FOSTORIA ST	RES	2	2	223.32	446.64
6224-030-003	5262 FOSTORIA ST	RES	3	3	223.32	669.96
6224-030-004	5254 FOSTORIA ST	RES	4	4	223.32	893.28
6224-030-005	5248 FOSTORIA ST	RES	3	3	223.32	669.96
6224-030-006	5244 FOSTORIA ST	RES	2	2	223.32	446.64
6224-030-007	5240 FOSTORIA ST	RES	1	1	223.32	223.32
6224-030-008	5230 FOSTORIA ST	RES	4	4	223.32	893.28
6224-030-009	5224 FOSTORIA ST	RES	2	2	223.32	446.64
6224-030-010	5216 FOSTORIA ST	RES	2	2	223.32	446.64
6224-030-011	5210 FOSTORIA ST	RES	4	4	223.32	893.28
6224-030-012	5204 FOSTORIA ST	RES	1	1	223.32	223.32
6224-030-013	5200 FOSTORIA ST	RES	1	1	223.32	223.32
6224-030-014	5152 FOSTORIA ST	RES	3	3	223.32	669.96
6224-030-015	5150 FOSTORIA ST	RES	2	2	223.32	446.64
6224-030-016	5142 FOSTORIA ST	RES	4	4	223.32	893.28
6224-030-017	5136 FOSTORIA ST	RES	3	3	223.32	669.96
6224-030-018	5122 FOSTORIA ST	RES	4	4	223.32	893.28
6224-030-019	5116 FOSTORIA ST	RES	1	1	223.32	223.32
6224-030-020	5106 FOSTORIA ST	RES	2	2	223.32	446.64
6224-030-021	5102 FOSTORIA ST	RES	2	2	223.32	446.64
6225-002-011	7220 BEAR AVE	RES	1	1	223.32	223.32
6225-002-012	7222 BEAR AVE	RES	1	1	223.32	223.32
6225-002-013	7226 BEAR AVE	RES	3	3	223.32	669.96
6225-002-014	7232 BEAR AVE	RES	1	1	223.32	223.32
6225-002-015	3805 WALNUT ST	RES	1	1	223.32	223.32
6225-002-016	3811 WALNUT ST	RES	3	3	223.32	669.96
6225-002-017	3821 WALNUT ST	RES	2	2	223.32	446.64
6225-002-018	3833 WALNUT ST	RES	2	2	223.32	446.64
6225-002-019	3839 WALNUT ST	RES	3	3	223.32	669.96
6225-002-021	3913 WALNUT ST	RES	1	1	223.32	223.32
6225-002-022	3917 WALNUT ST	RES	2	2	223.32	446.64
6225-002-023	3923 WALNUT ST	RES	5	5	223.32	1,116.60

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6225-002-030	3933 WALNUT ST	RES	2	2	223.32	446.64
6225-002-031	3939 WALNUT ST	RES	3	3	223.32	669.96
6225-002-032	3905 WALNUT ST	RES	2	1	223.32	223.32
6225-002-033	3909 WALNUT ST	RES	1	1	223.32	223.32
6225-003-013	4001 WALNUT ST	RES	5	5	223.32	1,116.60
6225-003-014	4013 WALNUT ST	RES	2	2	223.32	446.64
6225-003-015	4017 WALNUT ST	RES	1	1	223.32	223.32
6225-003-016	4019 WALNUT ST	RES	3	3	223.32	669.96
6225-003-017	4025 WALNUT ST	RES	2	2	223.32	446.64
6225-003-018	4029 WALNUT ST	RES	1	1	223.32	223.32
6225-003-019	4035 WALNUT ST	RES	3	3	223.32	669.96
6225-003-020	4039 WALNUT ST	RES	2	2	223.32	446.64
6225-003-021	4101 WALNUT ST	RES	2	2	223.32	446.64
6225-003-022	4105 WALNUT ST	RES	3	3	223.32	669.96
6225-003-023	4113 WALNUT ST	RES	2	2	223.32	446.64
6225-003-024	4117 WALNUT ST	RES	1	1	223.32	111.66
6225-003-025	4121 WALNUT ST	RES	2	2	223.32	446.64
6225-003-026	4125 WALNUT ST	RES	1	1	223.32	223.32
6225-003-027	4129 WALNUT ST	RES	2	2	223.32	446.64
6225-007-003	4403 LIVE OAK ST	RES	1	2	223.32	446.64
6225-007-004	4353 LIVE OAK ST	RES	4	4	223.32	893.28
6225-007-010	4341 LIVE OAK ST	RES	1	1	223.32	223.32
6225-007-011	4335 LIVE OAK ST	RES	2	2	223.32	446.64
6225-007-012	4329 LIVE OAK ST	RES	1	1	223.32	223.32
6225-007-013	4327 LIVE OAK ST	RES	1	1	223.32	223.32
6225-007-022	4307 LIVE OAK ST	RES	1	1	223.32	223.32
6225-007-024	4343 LIVE OAK ST	RES	1	1	223.32	223.32
6225-007-028	4315 LIVE OAK ST	RES	1	1	223.32	223.32
6225-007-029	7321 FLORA AVE	RES	2	2	223.32	446.64
6225-007-030	4311 LIVE OAK ST	RES	1	1	223.32	223.32
6225-007-034	7311 CLARKSON AVE	RES	1	1	223.32	223.32
6225-007-035	7309 CLARKSON AVE	RES	1	1	223.32	223.32
6225-007-036	7307 CLARKSON AVE	RES	1	1	223.32	223.32
6225-007-037	7305 CLARKSON AVE	RES	1	1	223.32	223.32
6225-007-038	7303 CLARKSON AVE	RES	1	1	223.32	223.32
6225-007-039	7301 CLARKSON AVE	RES	1	1	223.32	223.32
6225-007-040	4347 LIVE OAK ST	RES	2	2	223.32	446.64
6225-008-012	7318 OTIS AVE	RES	4	4	223.32	893.28
6225-008-013	7324 OTIS AVE	RES	4	4	223.32	893.28
6225-008-016	4205 LIVE OAK ST	RES	1	1	223.32	223.32
6225-008-018	4219 LIVE OAK ST	RES	2	2	223.32	446.64
6225-008-025	4227 LIVE OAK ST	RES	3	3	223.32	669.96
6225-008-027	4229 LIVE OAK ST	RES	1	1	223.32	223.32
6225-008-032	4237 LIVE OAK ST	RES	1	1	223.32	223.32
6225-008-034	4231 LIVE OAK ST	RES	1	1	223.32	223.32
6225-008-037	7330 OTIS AVE	RES	4	4	223.32	893.28
6225-008-038	4257 LIVE OAK ST	RES	2	1	223.32	223.32
6225-008-043	4245 LIVE OAK ST	RES	1	1	223.32	223.32
6225-008-046	4235 LIVE OAK ST	RES	1	1	223.32	223.32
6225-008-053	4255 LIVE OAK ST	RES	1	1	223.32	223.32
6225-009-001	7317 OTIS AVE	RES	1	1	223.32	223.32
6225-009-002	7313 OTIS AVE	RES	1	1	223.32	223.32
6225-009-003	7309 OTIS AVE	RES	1	1	223.32	223.32

**City of Cudahy  
Rubbish Collection Charge  
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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6225-009-004	7303 OTIS AVE	RES	1	1	223.32	223.32
6225-009-006	4118 WALNUT ST	RES	3	3	223.32	669.96
6225-009-007	4112 WALNUT ST	RES	2	2	223.32	446.64
6225-009-008	4106 WALNUT ST	RES	2	2	223.32	446.64
6225-009-009	4100 WALNUT ST	RES	3	3	223.32	669.96
6225-009-011	4028 WALNUT ST	RES	1	2	223.32	446.64
6225-009-012	4020 WALNUT ST	RES	3	3	223.32	669.96
6225-009-015	4002 WALNUT ST	RES	5	5	223.32	1,116.60
6225-009-016	4003 LIVE OAK ST	RES	5	5	223.32	1,116.60
6225-009-017	4011 LIVE OAK ST	RES	4	4	223.32	893.28
6225-009-018	4019 LIVE OAK ST	RES	2	2	223.32	446.64
6225-009-019	4025 LIVE OAK ST	RES	4	4	223.32	893.28
6225-009-020	4029 LIVE OAK ST	RES	2	2	223.32	446.64
6225-009-021	4033 LIVE OAK ST	RES	3	3	223.32	669.96
6225-009-022	4037 LIVE OAK ST	RES	5	5	223.32	1,116.60
6225-009-023	4101 LIVE OAK ST	RES	3	4	223.32	893.28
6225-009-024	4109 LIVE OAK ST	RES	2	2	223.32	446.64
6225-009-025	4115 LIVE OAK ST	RES	4	4	223.32	893.28
6225-009-026	4119 LIVE OAK ST	RES	2	2	223.32	446.64
6225-009-027	4123 LIVE OAK ST	RES	1	1	223.32	223.32
6225-009-028	4125 LIVE OAK ST	RES	3	3	223.32	669.96
6225-009-030	7325 OTIS AVE	RES	1	1	223.32	223.32
6225-009-031	7319 OTIS AVE	RES	1	1	223.32	223.32
6225-009-033	4012 WALNUT ST	RES	3	3	223.32	669.96
6225-009-034	4018 WALNUT ST	RES	3	3	223.32	669.96
6225-009-035	4032 WALNUT ST	RES	1	1	223.32	223.32
6225-009-036	4034 WALNUT ST	RES	3	3	223.32	669.96
6225-010-001	3932 WALNUT ST	RES	4	4	223.32	893.28
6225-010-003	3922 WALNUT ST	RES	2	2	223.32	446.64
6225-010-004	3918 WALNUT ST	RES	4	3	223.32	669.96
6225-010-006	3908 WALNUT ST	RES	1	1	223.32	223.32
6225-010-007	3904 WALNUT ST	RES	1	1	223.32	223.32
6225-010-008	3838 WALNUT ST	RES	1	1	223.32	223.32
6225-010-009	3832 WALNUT ST	RES	1	1	223.32	223.32
6225-010-012	3806 WALNUT ST	RES	1	1	223.32	223.32
6225-010-013	3800 WALNUT ST	RES	1	1	223.32	223.32
6225-010-014	7314 BEAR AVE	RES	1	1	223.32	223.32
6225-010-015	7320 BEAR AVE	RES	2	2	223.32	446.64
6225-010-016	7326 BEAR AVE	RES	2	2	223.32	446.64
6225-010-017	7330 BEAR AVE	RES	2	2	223.32	446.64
6225-010-018	3811 LIVE OAK ST	RES	2	2	223.32	446.64
6225-010-019	3817 LIVE OAK ST	RES	2	2	223.32	446.64
6225-010-020	3821 LIVE OAK ST	RES	1	1	223.32	223.32
6225-010-021	3827 LIVE OAK ST	RES	1	1	223.32	223.32
6225-010-023	3909 LIVE OAK ST	RES	2	2	223.32	446.64
6225-010-024	3913 LIVE OAK ST	RES	1	1	223.32	111.66
6225-010-026	3929 LIVE OAK ST	RES	1	1	223.32	223.32
6225-010-027	3933 LIVE OAK ST	RES	3	3	223.32	669.96
6225-010-028	3939 LIVE OAK ST	RES	1	1	223.32	223.32
6225-010-031	3831 LIVE OAK ST	RES	3	3	223.32	669.96
6225-010-034	3837 LIVE OAK ST	RES	4	4	223.32	893.28
6225-010-035	3822 WALNUT ST	RES	2	3	223.32	669.96
6225-010-036	3830 WALNUT ST	RES	3	3	223.32	669.96

**City of Cudahy  
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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6225-011-002	3726 WALNUT ST	RES	1	1	223.32	223.32
6225-011-003	3712 WALNUT ST	RES	2	2	223.32	446.64
6225-011-005	3708 WALNUT ST	RES	1	1	223.32	111.66
6225-011-007	3632 WALNUT ST	RES	2	2	223.32	446.64
6225-011-008	3628 WALNUT ST	RES	2	2	223.32	446.64
6225-011-009	3624 WALNUT ST	RES	3	3	223.32	669.96
6225-011-010	3620 WALNUT ST	RES	1	1	223.32	223.32
6225-011-013	3713 LIVE OAK ST	RES	2	2	223.32	446.64
6225-011-014	3719 LIVE OAK ST	RES	3	3	223.32	669.96
6225-011-015	3723 LIVE OAK ST	RES	4	4	223.32	893.28
6225-011-016	3729 LIVE OAK ST	RES	3	3	223.32	669.96
6225-011-017	7323 BEAR AVE	RES	3	3	223.32	669.96
6225-011-018	7313 BEAR AVE	RES	4	4	223.32	893.28
6225-011-019	3600 WALNUT ST	RES	1	1	223.32	223.32
6225-011-020	3610 WALNUT ST	RES	1	1	223.32	223.32
6225-011-022	3614 WALNUT ST	RES	1	2	223.32	446.64
6225-011-023	7312 SALT LAKE AVE	RES	1	1	223.32	223.32
6225-012-001	7515 BEAR AVE	RES	1	1	223.32	223.32
6225-012-002	7505 BEAR AVE	RES	5	5	223.32	1,116.60
6225-012-003	3728 LIVE OAK ST	RES	3	3	223.32	669.96
6225-012-004	3724 LIVE OAK ST	RES	1	1	223.32	223.32
6225-012-006	7526 SALT LAKE AVE	RES	1	1	223.32	223.32
6225-012-007	7521 BEAR AVE	RES	3	3	223.32	669.96
6225-012-010	7514 SALT LAKE AVE	RES	1	1	223.32	223.32
6225-012-011	7522 SALT LAKE AVE	RES	1	1	223.32	223.32
6225-012-012	7527 BEAR AVE	RES	1	1	223.32	223.32
6225-012-013	7533 BEAR AVE	RES	1	1	223.32	223.32
6225-013-001	3938 LIVE OAK ST	RES	1	1	223.32	223.32
6225-013-002	3934 LIVE OAK ST	RES	3	3	223.32	669.96
6225-013-003	3928 LIVE OAK ST	RES	3	3	223.32	669.96
6225-013-004	3922 LIVE OAK ST	RES	1	1	223.32	223.32
6225-013-006	3904 LIVE OAK ST	RES	3	3	223.32	669.96
6225-013-007	3902 LIVE OAK ST	RES	1	1	223.32	223.32
6225-013-008	3838 LIVE OAK ST	RES	1	1	223.32	223.32
6225-013-009	3834 LIVE OAK ST	RES	1	1	223.32	223.32
6225-013-010	3822 LIVE OAK ST	RES	3	3	223.32	669.96
6225-013-011	3818 LIVE OAK ST	RES	1	1	223.32	223.32
6225-013-012	3810 LIVE OAK ST	RES	4	4	223.32	893.28
6225-013-013	7500 BEAR AVE	RES	1	1	223.32	223.32
6225-013-014	7504 BEAR AVE	RES	1	1	223.32	223.32
6225-013-015	7510 BEAR AVE	RES	1	1	223.32	223.32
6225-013-016	7514 BEAR AVE	RES	2	2	223.32	446.64
6225-013-017	7520 BEAR AVE	RES	1	1	223.32	223.32
6225-013-020	3819 FLOWER ST	RES	1	1	223.32	223.32
6225-013-021	3823 FLOWER ST	RES	2	2	223.32	446.64
6225-013-022	3829 FLOWER ST	RES	3	3	223.32	669.96
6225-013-023	3835 FLOWER ST	RES	2	2	223.32	446.64
6225-013-024	3839 FLOWER ST	RES	2	3	223.32	669.96
6225-013-025	3901 FLOWER ST	RES	5	5	223.32	1,116.60
6225-013-026	3911 FLOWER ST	RES	4	4	223.32	893.28
6225-013-027	3919 FLOWER ST	RES	1	1	223.32	223.32
6225-013-028	3925 FLOWER ST	RES	3	3	223.32	669.96
6225-013-029	3929 FLOWER ST	RES	3	3	223.32	558.30

**City of Cudahy  
Rubbish Collection Charge  
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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6225-013-030	3933 FLOWER ST	RES	3	3	223.32	669.96
6225-013-031	4001 FLOWER ST	RES	1	1	223.32	223.32
6225-014-002	4130 LIVE OAK ST	RES	1	1	223.32	223.32
6225-014-003	4120 LIVE OAK ST	RES	1	1	223.32	223.32
6225-014-004	4118 LIVE OAK ST	RES	3	3	223.32	669.96
6225-014-005	4112 LIVE OAK ST	RES	1	1	223.32	223.32
6225-014-006	4100 LIVE OAK ST	RES	3	3	223.32	669.96
6225-014-008	4032 LIVE OAK ST	RES	2	3	223.32	669.96
6225-014-009	4026 LIVE OAK ST	RES	2	2	223.32	446.64
6225-014-013	4003 FLOWER ST	RES	3	3	223.32	669.96
6225-014-015	4015 FLOWER ST	RES	1	1	223.32	223.32
6225-014-016	4019 FLOWER ST	RES	1	1	223.32	223.32
6225-014-017	4021 FLOWER ST	RES	1	1	223.32	111.66
6225-014-018	4029 FLOWER ST	RES	3	3	223.32	669.96
6225-014-019	4033 FLOWER ST	RES	1	1	223.32	223.32
6225-014-020	4037 FLOWER ST	RES	2	2	223.32	446.64
6225-014-021	4101 FLOWER ST	RES	4	4	223.32	893.28
6225-014-022	4107 FLOWER ST	RES	1	1	223.32	223.32
6225-014-023	4111 FLOWER ST	RES	3	3	223.32	669.96
6225-014-024	4119 FLOWER ST	RES	3	3	223.32	669.96
6225-014-025	4125 FLOWER ST	RES	1	1	223.32	223.32
6225-014-026	4127 FLOWER ST	RES	3	3	223.32	669.96
6225-014-027	4135 FLOWER ST	RES	1	2	223.32	446.64
6225-014-028	4141 FLOWER ST	RES	1	1	223.32	223.32
6225-014-029	7527 OTIS AVE	RES	2	2	223.32	446.64
6225-014-030	7521 OTIS AVE	RES	1	1	223.32	111.66
6225-014-031	4108 LIVE OAK ST	RES	1	1	223.32	111.66
6225-014-032	4010 LIVE OAK ST	RES	2	3	223.32	669.96
6225-014-033	4018 LIVE OAK ST	RES	9	9	223.32	2,009.88
6225-014-034	4132 LIVE OAK ST	RES	3	3	223.32	669.96
6225-014-035	7511 OTIS AVE	RES	1	1	223.32	223.32
6225-014-036	7515 OTIS AVE	RES	3	3	223.32	669.96
6225-014-037	4002 LIVE OAK ST	RES	2	2	223.32	446.64
6225-014-039	4009 FLOWER ST	RES	1	1	223.32	223.32
6225-015-003	4249 HARTLE AVE	RES	1	1	223.32	223.32
6225-015-004	4248 LIVE OAK ST	RES	1	1	223.32	223.32
6225-015-006	4241 HARTLE AVE	RES	1	1	223.32	223.32
6225-015-007	4236 LIVE OAK ST	RES	1	1	223.32	223.32
6225-015-008	4232 LIVE OAK ST	RES	1	1	223.32	223.32
6225-015-009	4233 HARTLE AVE	RES	1	1	223.32	223.32
6225-015-010	4229 HARTLE AVE	RES	1	1	223.32	223.32
6225-015-011	4228 LIVE OAK ST	RES	1	1	223.32	223.32
6225-015-012	4222 LIVE OAK ST	RES	1	1	223.32	223.32
6225-015-013	4225 HARTLE AVE	RES	1	1	223.32	223.32
6225-015-024	4259 HARTLE AVE	RES	1	1	223.32	223.32
6225-015-027	4202 LIVE OAK ST	RES	2	2	223.32	446.64
6225-015-028	4212 LIVE OAK ST	RES	1	1	223.32	223.32
6225-015-029	4218 LIVE OAK ST	RES	1	1	223.32	223.32
6225-015-030	4215 HARTLE AVE	RES	4	4	223.32	893.28
6225-015-033	4254 LIVE OAK ST	RES	1	1	223.32	223.32
6225-015-034	4260 LIVE OAK ST	RES	1	1	223.32	223.32
6225-015-035	4263 HARTLE AVE	RES	1	1	223.32	223.32
6225-015-037	4244 LIVE OAK ST	RES	1	1	223.32	223.32

**City of Cudahy  
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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6225-015-038	4245 HARTLE AVE	RES	1	1	223.32	223.32
6225-016-003	4361 HARTLE AVE	RES	1	1	223.32	223.32
6225-016-004	4357 HARTLE AVE	RES	1	1	223.32	111.66
6225-016-005	4356 LIVE OAK ST	RES	1	1	223.32	223.32
6225-016-006	4352 LIVE OAK ST	RES	1	1	223.32	223.32
6225-016-007	4346 LIVE OAK ST	RES	1	1	223.32	111.66
6225-016-008	4342 LIVE OAK ST	RES	1	1	223.32	223.32
6225-016-009	4349 HARTLE AVE	RES	1	1	223.32	223.32
6225-016-010	4343 HARTLE AVE	RES	1	1	223.32	223.32
6225-016-011	4339 HARTLE AVE	RES	1	1	223.32	223.32
6225-016-012	4333 HARTLE AVE	RES	1	1	223.32	223.32
6225-016-013	4336 LIVE OAK ST	RES	1	1	223.32	223.32
6225-016-014	4334 LIVE OAK ST	RES	1	1	223.32	223.32
6225-016-015	4326 LIVE OAK ST	RES	1	1	223.32	111.66
6225-016-016	4322 LIVE OAK ST	RES	1	1	223.32	223.32
6225-016-017	4327 HARTLE AVE	RES	1	1	223.32	223.32
6225-016-018	4323 HARTLE AVE	RES	1	1	223.32	223.32
6225-016-019	4319 HARTLE AVE	RES	1	1	223.32	111.66
6225-016-020	4316 LIVE OAK ST	RES	2	2	223.32	446.64
6225-016-022	4300 LIVE OAK ST	RES	1	1	223.32	223.32
6225-016-024	4303 HARTLE AVE	RES	1	1	223.32	223.32
6225-016-025	4308 LIVE OAK ST	RES	1	1	223.32	223.32
6225-016-027	4307 HARTLE AVE	RES	1	1	223.32	223.32
6225-016-028	4406 LIVE OAK ST	RES	1	1	223.32	223.32
6225-016-029	4408 LIVE OAK ST	RES	1	1	223.32	223.32
6225-016-030	4405 HARTLE AVE	RES	1	1	223.32	223.32
6225-016-031	4409 HARTLE AVE	RES	1	1	223.32	223.32
6225-017-005	4439 HARTLE AVE	RES	1	1	223.32	223.32
6225-017-006	4435 HARTLE AVE	RES	1	1	223.32	223.32
6225-017-009	4429 HARTLE AVE	RES	1	1	223.32	223.32
6225-017-010	4423 HARTLE AVE	RES	2	2	223.32	446.64
6225-017-011	4419 HARTLE AVE	RES	1	1	223.32	223.32
6225-017-014	4411 HARTLE AVE	RES	3	3	223.32	669.96
6225-017-028	4412 LIVE OAK ST	RES	1	1	223.32	223.32
6225-017-029	4416 LIVE OAK ST	RES	1	1	223.32	223.32
6225-017-030	4422 LIVE OAK ST	RES	4	4	223.32	893.28
6225-017-031	4441 HARTLE AVE	RES	1	1	223.32	223.32
6225-018-017	4449 CLARA ST	RES	3	3	223.32	669.96
6225-018-019	4439 CLARA ST	RES	1	1	223.32	223.32
6225-018-021	4513 CLARA ST	RES	2	2	223.32	446.64
6225-019-001	4428 HARTLE AVE	RES	1	1	223.32	223.32
6225-019-002	4422 HARTLE AVE	RES	2	2	223.32	446.64
6225-019-005	4418 HARTLE AVE	RES	1	1	223.32	111.66
6225-019-006	4414 HARTLE AVE	RES	1	1	223.32	223.32
6225-019-008	4408 HARTLE AVE	RES	1	1	223.32	223.32
6225-019-009	4402 HARTLE AVE	RES	1	2	223.32	446.64
6225-019-010	4411 CLARA ST	RES	5	5	223.32	1,116.60
6225-019-011	4401 CLARA ST	RES	4	4	223.32	893.28
6225-019-012	4358 HARTLE AVE	RES	1	1	223.32	111.66
6225-019-014	4352 HARTLE AVE	RES	1	1	223.32	223.32
6225-019-015	4348 HARTLE AVE	RES	1	1	223.32	223.32
6225-019-016	4342 HARTLE AVE	RES	1	1	223.32	223.32
6225-019-017	4349 CLARA ST	RES	1	1	223.32	223.32

**City of Cudahy  
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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6225-019-018	4345 CLARA ST	RES	6	3	223.32	669.96
6225-020-001	4336 HARTLE AVE	RES	1	1	223.32	223.32
6225-020-002	4334 HARTLE AVE	RES	1	1	223.32	223.32
6225-020-003	4339 CLARA ST	RES	6	3	223.32	669.96
6225-020-004	4335 CLARA ST	RES	4	4	223.32	893.28
6225-020-005	4328 HARTLE AVE	RES	1	1	223.32	223.32
6225-020-006	4324 HARTLE AVE	RES	1	1	223.32	223.32
6225-020-008	4318 HARTLE AVE	RES	1	1	223.32	223.32
6225-020-009	4312 HARTLE AVE	RES	1	1	223.32	223.32
6225-020-011	4306 HARTLE AVE	RES	1	1	223.32	223.32
6225-020-012	4302 HARTLE AVE	RES	1	1	223.32	223.32
6225-020-014	4260 HARTLE AVE	RES	1	1	223.32	223.32
6225-020-015	4254 HARTLE AVE	RES	1	1	223.32	223.32
6225-020-018	4311 CLARA ST	RES	10	5	223.32	1,116.60
6225-020-019	4317 CLARA ST	RES	4	4	223.32	893.28
6225-021-001	4250 HARTLE AVE	RES	1	1	223.32	223.32
6225-021-002	4244 HARTLE AVE	RES	1	1	223.32	223.32
6225-021-003	4251 CLARA ST	RES	3	3	223.32	669.96
6225-021-005	4240 HARTLE AVE	RES	1	1	223.32	223.32
6225-021-009	4230 HARTLE AVE	RES	1	1	223.32	223.32
6225-021-010	4224 HARTLE AVE	RES	1	1	223.32	223.32
6225-021-011	4220 HARTLE AVE	RES	1	1	223.32	223.32
6225-021-012	4216 HARTLE AVE	RES	1	1	223.32	223.32
6225-021-015	7604 OTIS AVE	RES	3	3	223.32	669.96
6225-021-016	7608 OTIS AVE	RES	3	1	223.32	223.32
6225-021-022	4219 CLARA ST	RES	1	1	223.32	223.32
6225-021-024	4213 CLARA ST	RES	3	3	223.32	669.96
6225-021-025	7620 OTIS AVE	RES	1	1	223.32	223.32
6225-021-026	7624 OTIS AVE	RES	3	2	223.32	446.64
6225-021-027	4207 CLARA ST	RES	1	1	223.32	223.32
6225-021-028	4205 CLARA ST	RES	1	1	223.32	223.32
6225-021-029	7600 OTIS AVE	RES	4	4	223.32	893.28
6225-021-030	4223 CLARA ST	RES	3	3	223.32	669.96
6225-022-001	7617 OTIS AVE	RES	1	1	223.32	223.32
6225-022-003	4128 FLOWER ST	RES	1	1	223.32	223.32
6225-022-004	4124 FLOWER ST	RES	3	3	223.32	669.96
6225-022-005	4122 FLOWER ST	RES	2	2	223.32	446.64
6225-022-006	4116 FLOWER ST	RES	2	2	223.32	446.64
6225-022-007	4112 FLOWER ST	RES	2	2	223.32	446.64
6225-022-008	4104 FLOWER ST	RES	4	3	223.32	669.96
6225-022-009	4038 FLOWER ST	RES	3	3	223.32	669.96
6225-022-010	4032 FLOWER ST	RES	1	1	223.32	223.32
6225-022-011	4028 FLOWER ST	RES	1	1	223.32	223.32
6225-022-014	4016 FLOWER ST	RES	1	1	223.32	223.32
6225-022-015	4010 FLOWER ST	RES	3	3	223.32	669.96
6225-022-016	4008 FLOWER ST	RES	3	3	223.32	669.96
6225-022-017	4002 FLOWER ST	RES	3	3	223.32	669.96
6225-022-018	4001 CLARA ST	RES	2	2	223.32	446.64
6225-022-019	4009 CLARA ST	RES	3	3	223.32	669.96
6225-022-020	4011 CLARA ST	RES	2	2	223.32	446.64
6225-022-022	4023 CLARA ST	RES	2	2	223.32	446.64
6225-022-023	4029 CLARA ST	RES	2	1	223.32	223.32
6225-022-024	4033 CLARA ST	RES	3	3	223.32	669.96

**City of Cudahy  
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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6225-022-025	4039 CLARA ST	RES	2	2	223.32	446.64
6225-022-026	4101 CLARA ST	RES	1	1	223.32	223.32
6225-022-027	4107 CLARA ST	RES	3	1	223.32	223.32
6225-022-028	4113 CLARA ST	RES	1	1	223.32	223.32
6225-022-029	4119 CLARA ST	RES	1	1	223.32	223.32
6225-022-033	7623 OTIS AVE	RES	3	3	223.32	669.96
6225-022-034	7627 OTIS AVE	RES	1	1	223.32	223.32
6225-022-035	7631 OTIS AVE	RES	1	1	223.32	223.32
6225-022-037	4020 FLOWER ST	RES	1	1	223.32	223.32
6225-022-038	4024 FLOWER ST	RES	1	1	223.32	223.32
6225-022-040	7619 OTIS AVE	RES	2	2	223.32	446.64
6225-022-042	4123 CLARA ST	RES	4	4	223.32	893.28
6225-023-001	3938 FLOWER ST	RES	2	2	223.32	446.64
6225-023-002	3932 FLOWER ST	RES	3	3	223.32	558.30
6225-023-004	3918 FLOWER ST	RES	4	4	223.32	893.28
6225-023-005	3912 FLOWER ST	RES	3	3	223.32	669.96
6225-023-008	3838 FLOWER ST	RES	1	1	223.32	223.32
6225-023-009	3832 FLOWER ST	RES	3	3	223.32	669.96
6225-023-010	3826 FLOWER ST	RES	2	2	223.32	446.64
6225-023-012	3808 FLOWER ST	RES	1	1	223.32	223.32
6225-023-014	7638 SALT LAKE AVE	RES	2	2	223.32	446.64
6225-023-015	3901 CLARA ST	RES	3	3	223.32	669.96
6225-023-016	3907 CLARA ST	RES	5	5	223.32	1,116.60
6225-023-018	3925 CLARA ST	RES	1	1	223.32	223.32
6225-023-019	3927 CLARA ST	RES	5	5	223.32	1,116.60
6225-023-020	3933 CLARA ST	RES	3	4	223.32	893.28
6225-023-021	3935 CLARA ST	RES	3	3	223.32	669.96
6225-023-022	3943 CLARA ST	RES	2	2	223.32	446.64
6225-023-023	3810 FLOWER ST	RES	4	4	223.32	893.28
6225-023-025	3921 CLARA ST	RES	1	1	223.32	223.32
6225-023-026	3820 FLOWER ST	RES	2	2	223.32	446.64
6225-023-028	7636 SALT LAKE AVE	RES	2	2	223.32	446.64
6225-023-029	3900 FLOWER ST	RES	4	4	223.32	893.28
6225-023-030	3908 FLOWER ST	RES	2	2	223.32	446.64
6225-024-001	4028 CLARA ST	RES	2	2	223.32	446.64
6225-024-002	4022 CLARA ST	RES	1	1	223.32	223.32
6225-024-003	4018 CLARA ST	RES	1	1	223.32	223.32
6225-024-006	4008 CLARA ST	RES	1	2	223.32	446.64
6225-024-007	4006 CLARA ST	RES	1	1	223.32	223.32
6225-024-008	4002 CLARA ST	RES	1	1	223.32	223.32
6225-024-009	4000 CLARA ST	RES	1	1	223.32	223.32
6225-024-010	3942 CLARA ST	RES	2	2	223.32	446.64
6225-024-011	3938 CLARA ST	RES	2	2	223.32	334.98
6225-024-012	3934 CLARA ST	RES	2	1	223.32	223.32
6225-024-015	7738 SALT LAKE AVE	RES	1	1	223.32	223.32
6225-024-016	7744 SALT LAKE AVE	RES	1	1	223.32	223.32
6225-024-017	7750 SALT LAKE AVE	RES	3	3	223.32	669.96
6225-024-018	4051 OLIVE ST	RES	1	1	223.32	223.32
6225-024-019	4061 OLIVE ST	RES	2	2	223.32	446.64
6225-024-020	4063 OLIVE ST	RES	2	2	223.32	446.64
6225-024-021	4067 OLIVE ST	RES	2	2	223.32	446.64
6225-024-022	4075 OLIVE ST	RES	2	2	223.32	446.64
6225-024-023	4012 CLARA ST	RES	2	1	223.32	223.32

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6225-024-024	3920 CLARA ST	RES	1	1	223.32	223.32
6225-024-025	3928 CLARA ST	RES	1	1	223.32	223.32
6225-024-026	3932 CLARA ST	RES	1	1	223.32	223.32
6225-024-027	7732 SALT LAKE AVE	RES	1	1	223.32	223.32
6225-025-003	7713 OTIS AVE	RES	1	1	223.32	223.32
6225-025-004	7717 OTIS AVE	RES	1	1	223.32	223.32
6225-025-005	7719 OTIS AVE	RES	1	1	223.32	223.32
6225-025-006	7723 OTIS AVE	RES	1	1	223.32	223.32
6225-025-007	7727 OTIS AVE	RES	1	1	223.32	223.32
6225-025-008	7731 OTIS AVE	RES	1	1	223.32	223.32
6225-025-009	7733 OTIS AVE	RES	1	1	223.32	223.32
6225-025-010	4131 OLIVE ST	RES	1	1	223.32	223.32
6225-025-011	4127 OLIVE ST	RES	1	1	223.32	223.32
6225-025-012	7735 OTIS AVE	RES	2	2	223.32	446.64
6225-025-013	4125 OLIVE ST	RES	2	2	223.32	446.64
6225-025-016	4116 CLARA ST	RES	2	2	223.32	446.64
6225-025-017	4112 CLARA ST	RES	2	2	223.32	446.64
6225-025-019	4040 CLARA ST	RES	4	4	223.32	893.28
6225-025-020	4034 CLARA ST	RES	2	2	223.32	446.64
6225-025-022	4101 OLIVE ST	RES	3	2	223.32	446.64
6225-025-025	4117 OLIVE ST	RES	4	4	223.32	893.28
6225-025-026	4081 OLIVE ST	RES	1	1	223.32	223.32
6225-025-027	4085 OLIVE ST	RES	1	2	223.32	446.64
6225-025-028	4100 CLARA ST	RES	1	1	223.32	223.32
6225-025-029	4106 CLARA ST	RES	1	1	223.32	223.32
6225-025-031	4136 CLARA ST	RES	1	1	223.32	223.32
6225-025-032	4132 CLARA ST	RES	1	1	223.32	223.32
6225-025-033	4115 OLIVE ST	RES	3	3	223.32	669.96
6225-027-002	4316 CLARA ST	RES	4	4	223.32	893.28
6225-027-011	7706 OTIS AVE	RES	1	1	223.32	223.32
6225-027-012	7710 OTIS AVE	RES	3	3	223.32	669.96
6225-027-013	7716 OTIS AVE	RES	1	1	223.32	223.32
6225-027-022	7736 OTIS AVE	RES	2	2	223.32	446.64
6225-027-027	7726 OTIS AVE	RES	4	4	223.32	893.28
6225-027-028	7720 OTIS AVE	RES	2	2	223.32	446.64
6225-027-032	4322 CLARA ST	RES	1	1	223.32	223.32
6225-027-033	4322 CLARA ST	RES	1	1	223.32	223.32
6225-027-034	4324 CLARA ST	RES	1	1	223.32	223.32
6225-027-035	4326 CLARA ST	RES	1	1	223.32	223.32
6225-028-004	4438 CLARA ST	RES	1	1	223.32	223.32
6225-028-030	4448 CLARA ST	RES	2	5	223.32	1,116.60
6225-028-031	4452 CLARA ST	RES	4	4	223.32	893.28
6225-028-033	4507 ELIZABETH ST	RES	1	1	223.32	223.32
6225-031-003	4317 ELIZABETH ST	RES	5	5	223.32	1,116.60
6225-031-004	4311 ELIZABETH ST	RES	5	5	223.32	1,116.60
6226-006-006	5307 LIVE OAK ST	RES	3	3	223.32	669.96
6226-006-014	5223 LIVE OAK ST	RES	4	4	223.32	893.28
6226-006-015	5227 LIVE OAK ST	RES	2	2	223.32	446.64
6226-006-019	5209 LIVE OAK ST	RES	3	3	223.32	669.96
6226-006-040	5229 LIVE OAK ST	RES	2	2	223.32	446.64
6226-006-041	7327 LIVE OAK LN	RES	1	1	223.32	223.32
6226-006-042	7317 LIVE OAK LN	RES	1	1	223.32	223.32
6226-006-043	7301 LIVE OAK LN	RES	2	2	223.32	446.64

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6226-006-044	7302 LIVE OAK LN	RES	2	2	223.32	446.64
6226-006-045	7312 LIVE OAK LN	RES	1	1	223.32	223.32
6226-006-048	7328 LIVE OAK LN	RES	1	1	223.32	223.32
6226-006-049	7336 LIVE OAK LN	RES	1	1	223.32	223.32
6226-006-050	5241 LIVE OAK ST	RES	1	1	223.32	111.66
6226-006-053	7320 LIVE OAK LN	RES	1	1	223.32	223.32
6226-007-004	5145 LIVE OAK ST	RES	1	1	223.32	223.32
6226-008-001	7305 WILCOX AVE	RES	3	3	223.32	669.96
6226-008-002	7309 WILCOX AVE	RES	2	2	223.32	446.64
6226-008-003	7313 WILCOX AVE	RES	2	2	223.32	446.64
6226-008-004	7317 WILCOX AVE	RES	3	3	223.32	669.96
6226-008-005	7323 WILCOX AVE	RES	4	4	223.32	893.28
6226-008-006	7327 WILCOX AVE	RES	4	4	223.32	893.28
6226-008-009	4937 LIVE OAK ST	RES	4	5	223.32	1,116.60
6226-008-010	4925 LIVE OAK ST	RES	1	1	223.32	223.32
6226-008-012	4911 LIVE OAK ST	RES	2	1	223.32	223.32
6226-008-021	4929 LIVE OAK ST	RES	4	4	223.32	893.28
6226-008-024	4917 LIVE OAK ST	RES	1	1	223.32	223.32
6226-008-027	4855 LIVE OAK ST	RES	5	5	223.32	1,116.60
6226-008-029	4833 LIVE OAK ST	RES	10	5	223.32	1,116.60
6226-009-002	4819 LIVE OAK ST	RES	2	2	223.32	446.64
6226-009-003	4813 LIVE OAK ST	RES	7	3	223.32	669.96
6226-009-005	4755 LIVE OAK ST	RES	3	2	223.32	446.64
6226-009-006	4743 LIVE OAK ST	RES	5	5	223.32	1,116.60
6226-009-007	4739 LIVE OAK ST	RES	8	5	223.32	1,116.60
6226-009-008	4733 LIVE OAK ST	RES	4	4	223.32	893.28
6226-009-009	4729 LIVE OAK ST	RES	5	5	223.32	1,116.60
6226-009-010	4723 LIVE OAK ST	RES	1	1	223.32	223.32
6226-010-006	4617 LIVE OAK ST	RES	2	2	223.32	446.64
6226-010-007	4615 LIVE OAK ST	RES	7	5	223.32	1,116.60
6226-010-015	4551 LIVE OAK ST	RES	1	1	223.32	223.32
6226-010-016	4543 LIVE OAK ST	RES	4	4	223.32	893.28
6226-012-005	4522 LIVE OAK ST	RES	3	3	223.32	669.96
6226-012-006	4528 LIVE OAK ST	RES	3	3	223.32	669.96
6226-012-011	4534 LIVE OAK ST	RES	1	1	223.32	223.32
6226-012-012	4540 LIVE OAK ST	RES	1	1	223.32	223.32
6226-012-015	4550 LIVE OAK ST	RES	2	2	223.32	446.64
6226-013-002	4610 LIVE OAK ST	RES	12	5	223.32	1,116.60
6226-013-003	4620 LIVE OAK ST	RES	5	5	223.32	1,116.60
6226-013-004	4626 LIVE OAK ST	RES	6	5	223.32	1,116.60
6226-013-010	4718 LIVE OAK ST	RES	5	5	223.32	1,116.60
6226-013-011	4722 LIVE OAK ST	RES	2	1	223.32	223.32
6226-013-012	4728 LIVE OAK ST	RES	3	3	223.32	669.96
6226-013-014	4738 LIVE OAK ST	RES	1	1	223.32	223.32
6226-013-016	4748 LIVE OAK ST	RES	4	4	223.32	893.28
6226-013-017	4800 LIVE OAK ST	RES	2	2	223.32	446.64
6226-013-018	4804 LIVE OAK ST	RES	5	5	223.32	1,116.60
6226-013-022	4608 LIVE OAK ST	RES	3	3	223.32	669.96
6226-014-006	4842 LIVE OAK ST	RES	4	4	223.32	893.28
6226-014-011	4906 LIVE OAK ST	RES	3	1	223.32	223.32
6226-014-012	4910 LIVE OAK ST	RES	3	3	223.32	669.96
6226-014-015	4936 LIVE OAK ST	RES	5	5	223.32	1,116.60
6226-014-016	4940 LIVE OAK ST	RES	1	1	223.32	223.32

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ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6226-014-017	4944 LIVE OAK ST	RES	1	1	223.32	223.32
6226-014-018	4948 LIVE OAK ST	RES	1	1	223.32	223.32
6226-014-019	4958 LIVE OAK ST	RES	1	1	223.32	223.32
6226-014-020	7507 WILCOX AVE	RES	1	1	223.32	223.32
6226-014-021	7517 WILCOX AVE	RES	3	3	223.32	669.96
6226-014-022	7521 WILCOX AVE	RES	1	1	223.32	223.32
6226-014-023	7527 WILCOX AVE	RES	3	3	223.32	669.96
6226-014-025	7531 WILCOX AVE	RES	3	3	223.32	669.96
6226-014-026	7535 WILCOX AVE	RES	2	2	223.32	446.64
6226-014-030	4830 LIVE OAK ST	RES	1	1	223.32	223.32
6226-014-031	4812 LIVE OAK ST	RES	1	1	223.32	223.32
6226-015-001	7500 WILCOX AVE	RES	2	2	223.32	446.64
6226-015-002	7506 WILCOX AVE	RES	1	1	223.32	223.32
6226-015-004	7526 WILCOX AVE	RES	1	1	223.32	223.32
6226-015-006	5012 LIVE OAK ST	RES	1	2	223.32	446.64
6226-015-007	5016 LIVE OAK ST	RES	1	1	223.32	223.32
6226-015-008	7512 WILCOX AVE	RES	3	3	223.32	669.96
6226-015-012	7532 WILCOX AVE	RES	1	1	223.32	223.32
6226-015-013	5011 HARTLE AVE	RES	1	1	223.32	223.32
6226-015-014	5015 HARTLE AVE	RES	2	2	223.32	446.64
6226-015-015	7520 WILCOX AVE	RES	2	2	223.32	446.64
6226-016-002	5026 LIVE OAK ST	RES	4	4	223.32	893.28
6226-016-003	5030 LIVE OAK ST	RES	4	4	223.32	893.28
6226-016-004	5038 LIVE OAK ST	RES	5	5	223.32	1,116.60
6226-016-010	5112 LIVE OAK ST	RES	3	3	223.32	669.96
6226-016-019	5018 LIVE OAK ST	RES	2	2	223.32	446.64
6226-016-020	5020 HARTLE AVE	RES	2	2	223.32	446.64
6226-016-025	5162 LIVE OAK ST	RES	1	1	223.32	223.32
6226-016-026	5162 LIVE OAK ST	RES	1	1	223.32	223.32
6226-016-027	5160 LIVE OAK ST	RES	1	1	223.32	223.32
6226-016-028	5160 LIVE OAK ST	RES	1	1	223.32	223.32
6226-016-029	5152 LIVE OAK ST	RES	1	1	223.32	223.32
6226-016-030	5154 LIVE OAK ST	RES	1	1	223.32	223.32
6226-016-031	5156 LIVE OAK ST	RES	1	1	223.32	223.32
6226-016-032	5158 LIVE OAK ST	RES	1	1	223.32	223.32
6226-017-003	5210 LIVE OAK ST	RES	6	5	223.32	1,116.60
6226-017-007	5240 LIVE OAK ST	RES	3	3	223.32	669.96
6226-017-008	5244 LIVE OAK ST	RES	1	1	223.32	111.66
6226-017-018	5312 LIVE OAK ST	RES	3	1	223.32	223.32
6226-017-020	5234 LIVE OAK ST	RES	1	1	223.32	223.32
6226-017-021	5236 LIVE OAK ST	RES	2	2	223.32	446.64
6226-017-022	5238 LIVE OAK ST	RES	1	1	223.32	223.32
6226-017-028	5248 LIVE OAK ST	RES	5	5	223.32	1,116.60
6226-018-002	5323 CLARA ST	RES	1	1	223.32	223.32
6226-018-004	5315 CLARA ST	RES	2	2	223.32	446.64
6226-018-005	5305 CLARA ST	RES	1	2	223.32	446.64
6226-018-006	5301 CLARA ST	RES	4	4	223.32	893.28
6226-018-012	5239 CLARA ST	RES	6	5	223.32	1,116.60
6226-018-018	5231 CLARA ST	RES	1	1	223.32	223.32
6226-018-019	5231 CLARA ST	RES	1	1	223.32	223.32
6226-018-022	5229 CLARA ST	RES	1	1	223.32	223.32
6226-018-023	5221 CLARA ST	RES	1	1	223.32	223.32
6226-018-024	5231 CLARA ST	RES	1	1	223.32	223.32

**City of Cudahy  
Rubbish Collection Charge  
Fiscal Year 2014/15**

ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6226-018-026	5317 CLARA ST	RES	3	3	223.32	669.96
6226-018-040	5253 CLARA ST	RES	8	5	223.32	1,116.60
6226-018-041	5251 CLARA ST	RES	7	14	223.32	3,126.48
6226-019-002	5155 CLARA ST	RES	2	4	223.32	893.28
6226-019-004	5139 CLARA ST	RES	2	2	223.32	446.64
6226-019-005	5131 CLARA ST	RES	3	3	223.32	669.96
6226-019-009	5119 CLARA ST	RES	5	5	223.32	1,116.60
6226-019-010	5111 CLARA ST	RES	2	2	223.32	446.64
6226-019-011	5105 CLARA ST	RES	5	5	223.32	1,116.60
6226-019-012	5103 CLARA ST	RES	4	4	223.32	893.28
6226-019-013	5045 CLARA ST # A	RES	3	3	223.32	669.96
6226-019-014	5041 CLARA ST	RES	5	5	223.32	1,116.60
6226-019-015	5037 CLARA ST	RES	4	4	223.32	893.28
6226-019-019	5017 CLARA ST	RES	1	1	223.32	223.32
6226-019-027	5129 CLARA ST	RES	5	5	223.32	1,116.60
6226-019-029	7602 WILCOX AVE	RES	4	4	223.32	893.28
6226-019-030	5033 CLARA ST	RES	5	5	223.32	1,116.60
6226-020-001	7601 WILCOX AVE	RES	1	1	223.32	223.32
6226-020-012	4923 CLARA ST	RES	2	2	223.32	446.64
6226-020-013	4927 CLARA ST	RES	4	5	223.32	1,116.60
6226-020-014	4925 CLARA ST	RES	4	4	223.32	893.28
6226-020-015	4911 CLARA ST	RES	1	1	223.32	223.32
6226-020-020	4851 CLARA ST	RES	1	1	223.32	223.32
6226-020-028	7605 WILCOX AVE	RES	4	4	223.32	893.28
6226-020-029	7613 WILCOX AVE	RES	2	2	223.32	446.64
6226-020-035	7615 WILCOX AVE	RES	1	2	223.32	446.64
6226-020-036	4743 CLARA ST	RES	5	5	223.32	1,116.60
6226-021-008	4729 CLARA ST	RES	2	2	223.32	446.64
6226-022-001	4619 CLARA ST	RES	1	1	223.32	223.32
6226-022-002	4613 CLARA ST	RES	2	2	223.32	446.64
6226-024-003	4654 CLARA ST	RES	2	1	223.32	223.32
6226-025-006	4850 CLARA ST	RES	3	3	223.32	669.96
6226-025-007	4858 CLARA ST	RES	4	4	223.32	893.28
6226-025-010	4918 CLARA ST	RES	5	5	223.32	1,116.60
6226-025-011	4924 CLARA ST	RES	4	1	223.32	223.32
6226-025-015	4942 CLARA ST	RES	2	2	223.32	446.64
6226-025-019	7735 WILCOX AVE	RES	2	2	223.32	446.64
6226-025-021	7729 WILCOX AVE	RES	2	2	223.32	446.64
6226-025-023	7715 WILCOX AVE	RES	3	3	223.32	669.96
6226-025-025	7727 WILCOX AVE	RES	1	1	223.32	223.32
6226-025-026	7723 WILCOX AVE	RES	1	1	223.32	223.32
6226-026-003	7722 WILCOX AVE	RES	2	2	223.32	446.64
6226-026-008	5040 CLARA ST	RES	5	5	223.32	1,116.60
6226-026-015	5122 CLARA ST	RES	4	4	223.32	893.28
6226-026-018	5128 CLARA ST	RES	2	1	223.32	223.32
6226-026-026	7726 WILCOX AVE	RES	1	1	223.32	223.32
6226-026-044	5018 CLARA ST	RES	1	1	223.32	223.32
6226-026-045	5016 CLARA ST	RES	1	1	223.32	223.32
6226-026-046	5016 CLARA ST	RES	1	1	223.32	223.32
6226-026-047	5026 CLARA ST	RES	1	1	223.32	223.32
6226-026-048	5024 CLARA ST	RES	1	1	223.32	223.32
6226-026-049	5024 CLARA ST	RES	1	1	223.32	223.32
6226-026-050	5022 CLARA ST	RES	1	1	223.32	223.32

**City of Cudahy  
Rubbish Collection Charge  
Fiscal Year 2014/15**

ASSESSOR'S PARCEL NUMBER	SITUS ADDRESS	LAND USE	NO. OF UNITS	TAXABLE UNITS	APPLIED RATE PER UNIT (\$)	FY14/15 CHARGE (\$)
6226-026-051	5020 CLARA ST	RES	1	1	223.32	223.32
6226-026-052	5020 CLARA ST	RES	1	1	223.32	223.32
6226-026-053	5018 CLARA ST	RES	1	1	223.32	223.32
6226-027-003	5152 CLARA ST	RES	2	3	223.32	669.96
6226-027-008	5224 CLARA ST	RES	5	5	223.32	1,116.60
6226-027-009	5234 CLARA ST	RES	4	4	223.32	893.28
6226-027-010	5244 CLARA ST	RES	2	2	223.32	446.64
6226-027-011	5254 CLARA ST	RES	4	1	223.32	223.32
6226-027-012	5302 CLARA ST	RES	1	1	223.32	223.32
6226-027-013	5306 CLARA ST	RES	2	2	223.32	446.64
6226-027-030	5160 CLARA ST	RES	1	1	223.32	223.32
6226-027-036	7722 WALKER AVE	RES	4	4	223.32	893.28
6226-027-037	7726 WALKER AVE	RES	4	4	223.32	893.28
6226-027-038	7732 WALKER AVE	RES	4	4	223.32	893.28
6226-027-040	7717 WALKER AVE	RES	4	4	223.32	893.28
6226-027-041	7713 WALKER AVE	RES	4	4	223.32	893.28
6226-027-042	7701 WALKER AVE	RES	4	4	223.32	893.28
6226-027-043	7735 WALKER AVE	RES	4	4	223.32	893.28
6226-027-044	7731 WALKER AVE	RES	4	4	223.32	893.28
6226-027-045	7727 WALKER AVE	RES	4	4	223.32	893.28
6226-027-046	7723 WALKER AVE	RES	4	4	223.32	893.28
6226-027-049	7700 WALKER AVE	RES	4	4	223.32	893.28
6226-027-051	5218 CLARA ST	RES	4	4	223.32	893.28
6226-027-052	7712 WALKER AVE	RES	4	4	223.32	893.28
6226-027-054	5142 CLARA ST	RES	5	5	223.32	1,116.60
6226-028-004	5307 ELIZABETH ST	RES	4	4	223.32	893.28
6226-028-011	5217 ELIZABETH ST	RES	4	4	223.32	893.28
6226-028-012	5213 ELIZABETH ST	RES	1	1	223.32	223.32
6226-028-015	5161 ELIZABETH ST	RES	5	5	223.32	1,116.60
6226-028-016	5153 ELIZABETH ST	RES	4	4	223.32	893.28
6226-028-017	5151 ELIZABETH ST	RES	4	4	223.32	893.28
6226-029-001	5129 ELIZABETH ST	RES	5	5	223.32	1,116.60
6226-029-002	5131 ELIZABETH ST	RES	6	5	223.32	1,116.60
6226-029-008	5035 ELIZABETH ST	RES	1	1	223.32	223.32
6226-029-011	5049 ELIZABETH ST	RES	2	2	223.32	446.64
6226-030-001	7810 WILCOX AVE	RES	1	2	223.32	446.64
6226-030-002	7816 WILCOX AVE	RES	1	1	223.32	223.32
6226-030-003	7822 WILCOX AVE	RES	2	2	223.32	334.98
6226-030-004	7830 WILCOX AVE	RES	1	1	223.32	223.32
6226-030-005	7836 WILCOX AVE	RES	1	1	223.32	223.32
6226-030-011	5025 ELIZABETH ST	RES	1	1	223.32	223.32
6226-031-001	7803 WILCOX AVE	RES	2	2	223.32	446.64
6226-031-003	7815 WILCOX AVE	RES	3	3	223.32	669.96
6226-031-004	7825 WILCOX AVE	RES	1	1	223.32	223.32
6226-031-005	4957 ELIZABETH ST	RES	2	2	223.32	446.64
6226-031-006	4947 ELIZABETH ST	RES	3	3	223.32	669.96
6226-031-007	4943 ELIZABETH ST	RES	4	4	223.32	893.28
6226-031-008	4937 ELIZABETH ST	RES	6	5	223.32	1,116.60
6226-031-009	4931 ELIZABETH ST	RES	1	1	223.32	223.32
6226-031-035	4911 ELIZABETH ST	RES	1	1	223.32	223.32
6226-032-008	4631 ELIZABETH ST	RES	2	2	223.32	446.64
<b>TOTAL</b>			<b>2,259</b>	<b>2,097</b>		<b>468,100.38</b>
<b>PARCEL ASSESSED</b>						<b>1,006</b>



10A

# AGENDA REPORT

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MEETING DATE: June 3, 2013

TO: Honorable Mayor and Members of the City Council

FROM: Steven Dobrenen, Finance Director

TITLE: **A SOLID WASTE FEE INCREASE FOR COMMERCIAL PROPERTIES ONLY**

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**RECOMMENDATION:** It is recommended that the City Council receive and file the report.

**BACKGROUND:**

The City of Cudahy and Consolidated Disposal Services, LLC, entered into a solid waste franchise agreement on December 15, 1998 (the "Agreement"). The Agreement was amended on April 16, 2012 (the "2012 Amendment"). Under the terms and conditions of the Agreement, the rates for solid waste collection are based upon the actual costs of service, including the disposal tipping fee (Dump Fee) and the Consumer Price Index (CPI) for the Los Angeles-Anaheim-Riverside Area. Each year, Consolidated Disposal Services, LLC, may increase its rates based on increases in the Dump Fee and by up to 90% of the CPI increase for the most recent 12-month period (up to 5% per year).

Under section 4.3.3 of the Agreement, rate increases shall not be effective unless preceded by 60 days written notification to the City Manager and the Commercial/Industrial customers. The City Council is not required to take action for the CPI increase to go into effect.

Pursuant to the terms of the 2012 Amendment, there will be no increase in the fees assessed on residential properties through December 31, 2014. Through December 31, 2014, the annual rate increase will apply to Commercial/Industrial customers only.

**SUMMARY:**

The city has received notice from Consolidated Disposal Services, LLC, of the 2.35% percent rate increase based on the Consumer Price Index and Dump Fees. They have also complied and sent notice of the rate increase in the May billing to Commercial/Industrial customers.

**FINANCIAL IMPACT:**

The increase will provide a positive effect to the city's revenue.

10B

**MINUTES**  
**CUDAHY CITY COUNCIL (Regular Meeting) and**  
**CITY OF CUDAHY AS SUCCESSOR AGENCY TO THE CUDAHY DEVELOPMENT**  
**COMMISSION (Special Meeting)**  
**A Joint Meeting held in the City Council Chambers,**  
**5240 Santa Ana Street, Cudahy, California**  
**Tuesday, May 20, 2014 – 6:30 P.M.**

1. **CALL TO ORDER** – Mayor Garcia called the meeting to order at 6:31 p.m.

2. **ROLL CALL**

PRESENT: Council/Agency Members Guerrero (arrived at 6:33 p.m.), Oliva,  
and Sanchez, Vice Chair Markovich, and Mayor Garcia  
ABSENT: None.

3. **PLEDGE OF ALLEGIANCE** – Led by Mia V. Cardenas, Tracy Hughes Elementary School

4. **INVOCATION** - None.

5. **PRESENTATIONS** – None.

6. **PUBLIC COMMENT**

Rita Mahajan spoke in support of Agenda Item 11A.

Andrea Joseph, California Children’s Academy, spoke in support of Agenda Item 11A.

Everardo Navarro spoke in support of Agenda Items 11A, 11C, and 10C. He suggested the revamping of the City website.

Marcos Covarrubias spoke expressing concerns regarding the lack of phone service and hand radio service at the basketball gym office.

Sandra Orozco spoke requesting a portable microphone for the disabled at the meetings, thanked Council Member Guerrero and social workers for their recent assistance. She spoke regarding the number of Sheriff’s units at any given call and the housing units on Santa Ana, asked a Council Member to step down, and the recall in the City of Maywood.

7. **CITY COUNCIL COMMENTS**

Council Member Guerrero requested the item related to the Modification of parking citation fees be placed on the agenda for the next Regular Meeting, he spoke of his

attendance at the recent Contract Cities conference, requested the community to remain vigilant for government reform, internal controls, 92% deficiency ratio, review of contracts, and pay to play regulations.

Council Member Oliva requested to add a Proclamation for the teacher from Elizabeth Learning Center, bring back the agenda item for the noise Ordinance to the next Regular Meeting, and noted her attendance at the Contract Cities conference.

City Manager Henry Garcia requested that any item to be added to the agenda by the City Council should be forwarded first to him, and he will confer with the City Clerk to make sure that items are placed on the appropriate agenda.

Council Member Sanchez wished everyone a belated Mother's Day, noted his attendance at the Contract Cities conference, requested the community stay involved and hold the Council accountable for their actions.

Vice Mayor Markovich reported on the Contract Cities conference, increasing customer service at City Hall, the upcoming book fair, and buses for a recent school trip to the Holocaust museum.

Mayor Garcia reported on the Contract Cities conference, vendors who can do work for the City in areas such as graffiti removal, the accomplishments that have occurred over the past year in the City, renovation of Lugo Park, and economic development in the City.

City Attorney Isabel Birrueta noted that the City Prosecutor, Jim Eckhart, was available at this item and requested that the City Council recess to Closed Session to discuss Agenda Item 13A.

The City Council recessed to Closed Session to discuss Agenda Item 13A.

The City Council reconvened to Open Session. City Attorney Birrueta reported that the City Council discussed Agenda Item 13A, direct was given; however, there was no final action and nothing further to report.

## **8. WAIVER OF FULL READING OF RESOLUTIONS AND ORDINANCES**

- A.** Consideration to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each meeting, subject to the ability of the City Council to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion.

**Recommendation: Approve as stated.**

**Motion:** A motion was made by Garcia and seconded by Markovich to waive full text reading of all Resolutions and Ordinances by single motion made at the start of each

meeting, subject to the ability of the City Council to read the full text of selected resolutions and ordinances when the item is addressed by subsequent motion. The motion carried (5 – 0) as follows

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

## 9. PUBLIC HEARINGS

- A. Consideration of a modification of the Clara Street Sports Complex Expansion Phase III, California State Department of Parks and Recreation grant number UP-19-023A.

**(Staff report with attachments attached) (CD)**

**Recommendation: Approve to direct staff to move forward with the submission of the modification.**

Mayor Garcia reported that the City of Bell Mexican Consulate at the City of Bell Technology Center is providing Mexican passports on May 23, 2014 from 10am – 4pm.

A staff report was given by Michael Allen, Acting Community Development Director. He provided the historical background and phases of the project. He noted the modifications requested require a public hearing. He spoke regarding the Mitigated Negative Declaration being required as part of the relocation plan and the properties involved in the property negotiations. Mr. Allen spoke regarding the requirements necessary for the grant application to remain competitive.

City Attorney Birrueta spoke regarding the steps necessary to keep the grant, including a match from the City, which could be met by “in-kind” services. She noted that the match is crucial to ensure the grant remains competitive, in spite of the loss of the \$1,000,000 previous commitment from the City. She further reported that the match does not need to be a large financial match, and can be an “in-kind” match. Mr. Allen will explore the attorney fees that have been incurred by the City thus far which may be used as a component of the match, along with other consultant fees paid by the City.

In response to a suggestion from Mayor Garcia for certain elements, such as a pool for the park, Mr. Allen reported that the current cost estimate for the park did not include such elements, and City Manager Garcia noted that any modification to the grant would delay the City’s ability to meet the deadline for the grant application.

City Attorney Birrueta reported that one of the criteria to meet the State guidelines requires community feedback on the modifications and the grant application noting that is the reason for tonight’s public hearing.

Mayor Garcia opened the public hearing and public comments.

Marcos Covarrubias spoke in support of the item and the poor condition of the park.

Robert Sorriano requested a soccer area in the park and synthetic turf for the park.

Gloria Sandoval expressed concerns that the meeting turnout this evening was poor, supports the idea of a pool for the park, and noted the lack of maintenance at City parks.

City Attorney Birrueta noted that a few years ago when the City applied for the grant, they specified this area, and at this time, in order to comply with the grant provisions, the area cannot be changed.

Patricia Covarrubias expressed support for the project and requested clarification of the design for the park and supported the idea of a pool for the project.

Everardo Navarro requested clarification of the design, especially for the older part of the park.

Danamey Aguilar requested that the Council work together to make this project happen.

Martin Fuentes expressed support for the project and requested landscaping with plants and trees, especially to include an educational component, a mini pond, rolling hills, a small swimming pool, snack station, summer movies, and in general an amphitheater or stage and a workout station.

Adelina Garcia expressed support for the renovations of Clara Park.

Carmen Hernandez expressed support for the renovation of Clara Park and stated that the community supports the efforts of the City Council.

The Mayor closed public comments and the public hearing.

Council Member Guerrero noted his support for the modification of the project. He abstained on the allocation of the CDBG funding as he wanted to do a greater monetary shift toward the park than was proposed. He encouraged the residents to keep the faith on the swimming pool and other opportunities to build parks through grants.

Council Member Guerrero requested that an item be placed on the next agenda regarding "grant writing services." The Council unanimously gave direction that this item be placed on the next agenda.

Council Member Oliva noted she has been in support of the park grants and that the entire Council and staff need to be following up on all existing grant projects so that they move forward.

Mr. Allen noted for this phase of the project the cost will be \$710,000 and there is a time constraint to get the project completed by March 15, 2015. He did note a positive conversation with the State.

Council Member Oliva stated the need to have an "in-kind" contribution from the City as a match. Mr. Allen commented that he will move forward with using the existing staff and consultant time to be applied to the "in-kind" services as the match.

City Attorney Birrueta noted the City would not seek reimbursement for the staff/consultant time and would instead apply that toward an "in kind" match. Otherwise, the Council will need to hold a Special Meeting to determine what will be supplied as a match. Ms. Birrueta stated the need to move forward with this grant application as soon as possible.

Vice Mayor Markovich stated the need to move forward with this item tonight.

**Motion:** A motion was made by Markovich and seconded by Oliva to direct staff to move forward with the submission of the modification of the Clara Street Sports Complex Expansion Phase III, California State Department of Parks and Recreation grant number UP-19-023A. The motion carried (5 – 0) as follows:

AYES:	Guerrero, Oliva, Sanchez, Markovich, Garcia
NOES:	None.
ABSENT:	None.
ABSTAIN:	None.

- B. Consideration of introduction of AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY APPROVING ZONE TEXT AMENDMENT 14-01 TO ADD NEW DEFINITIONS TO SUBSECTION 20.08.10 ADDING "EMERGENCY SHELTERS" AND "TRANSITIONAL AND SUPPORTIVE HOUSING," MODIFYING CMC SUBSECTION 20.64.040 TO ADD "TRANSITIONAL AND SUPPORTIVE HOUSING," AND MODIFYING CMC SUBSECTION 20.68.080 TO ADD "EMERGENCY SHELTERS.

**(Staff report, letter of certification and Ordinance No. 634 attached)(CD)**

**Recommendation: Approve introduction of Zoning Ordinance No. 634. (First reading)**

Pursuant to unanimous Council direction the public hearing on this item was continued to the next Regular Meeting by a request from the City Manager.

- C. Consideration of introduction of AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF CUDAHY ADDING CHAPTER 2.54 OF TITLE 2 OF THE CUDAHY MUNICIPAL CODE ESTABLISHING CITY CAMPAIGN ETHICS REGULATIONS **(Ordinance No. 629, and redline version attached)**

**Recommendation: Approve introduction of Ordinance No. 629. (First reading)**

A staff report was given by Isabel Birrueta, City Attorney. She noted the Ordinance was first proposed by Council Member Guerrero. Legal review was provided by the City Attorney to ensure that the proposed Ordinance would be defensible and a legal opinion was distributed to all Council Members. The question was whether the City could adopt more stringent regulations than those set out by the State Political Reform Act. The City can adopt more stringent regulations but must cautiously avoid violating the free speech and association rights associated with campaign contributions. The section that requires recusal would likely be defeated on constitutional grounds. Ms. Birrueta provided a "strike-through" version which removed the particular section, but left the language that would likely withstand judicial scrutiny based upon current case law.

Mayor Garcia opened the public hearing and public comments.

Everardo Navarro expressed support for reform and the proposed Ordinance.

Pamela Mungia expressed support for the Council to continue to meet their promises for reform and integrity.

Gloria Sandoval expressed support for the proposed Ordinance and for reform in the City.

Patricia Covarrubias expressed support for the proposed Ordinance and that the Council continues with reforms.

Carmen Hernandez expressed support for the proposed Ordinance and that the City continues with reforms.

Mayor Garcia closed public comments and the public hearing.

Mayor Garcia noted that the proposed Ordinance strikethrough version by the City Attorney provides constitutional protection for the City.

City Attorney Birrueta affirmed that Section 2.54.040 is struck from the proposed Ordinance. The remainder of the proposal can remain.

In response to an inquiry from Mayor Garcia, City Attorney Birrueta provided an example of the liability the City could be exposed to based on current case law. The City can opt to decrease the amounts of campaign contributions or the time frames for when they are received. The case law focuses on the recusal of Council Members on items before the Council from vendors who have made campaign contributions.

Council Member Guerrero noted that he was the author of the original proposal. He stated his opinion that special interests that do business with the City are influencing politics through campaign contributions. He wants to make the rules stricter to stop

the corruption. He does admit that he was aggressive in his proposal in regard to recusal, although he affirmed his belief that contributions may provide a conflict of interest. He wants to send a message that vendors cannot influence politics in the City. He cited the Ordinances that the Cities of San Diego, Berkeley and Los Angeles have successfully adopted and defended. He proposed a subcommittee, composed of himself and Vice Mayor Markovich, to work with the City Attorney to come up with a plan that is stricter than State minimums.

Council Member Guerrero proposed to table this item to the next meeting, form the subcommittee with Vice Mayor Markovich and the City Attorney's Office, and model an Ordinance along the lines of the one adopted by the City of Los Angeles.

Mayor Garcia noted that politics does carry a stigma and that special interests are influential. He requested that the recommendation from the City Attorney be approved this evening.

Council Member Guerrero noted that the item proposed by the City Attorney only reflects the bare minimum of the State requirements. He wants to escalate the level of campaign behavior, including campaign caps, and have time to vet out certain items in the Ordinance he proposed.

Council Member Oliva noted an Ordinance is needed to ensure transparency and expressed support for Council Member Guerrero's.

Council Member Sanchez noted that what was provided by the City Attorney was constitutional. He requested that the item be approved as recommended by the City Attorney.

City Attorney Birrueta stated that the Ordinance as presented to the City Attorney's Office by Council Member Guerrero was mostly within the scope of the law, including Mr. Guerrero's suggestions that the contribution limits be reduced to \$150 and to increase the time frame to two (2) years after voting on an item to receive contributions from a vendor. The only item the City Attorney recommended should be removed is the recusal, pursuant to a recent case in 2013, that the recusal was unconstitutional.

Council Member Guerrero stated that since the City Attorney has recommended against the second portion of his request, he would like to look at other Ordinances, such as the one adopted by the City of Los Angeles, to explore what legally permissible items to curb vendor corruption, such as caps.

Vice Mayor Markovich expressed support for items being stricter as long as they are compliant with the law. He is in support of the subcommittee and to see what can get done within the next two weeks.

**Motion:** A motion was made by Markovich and seconded by Oliva to appoint Council Member Guerrero and Vice Mayor Markovich to meet with legal counsel and return at the next Regular Meeting with a specific Ordinance. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

## **10. CONSENT CALENDAR**

**A.** A request to approve the City Demands and Payroll for the month of March 2014 (FD)  
(Staff report and register attached)  
**Recommendation: Approve the City Demands and Payroll.**

This item was pulled for separate consideration by Council Member Oliva

Council Member Oliva inquired as to the check for the Cinco de Mayo event.

Council Member Guerrero inquired as to the costs for membership for the variety of organizations to which the Council participates.

**Motion:** A motion was made by Garcia and seconded by Sanchez to approve the City Demands and Payroll for the month of March 2014. The motion carried (4 – 0, 1 abstention) as follows

AYES: Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: Guerrero

Council Member Oliva inquired regarding Check Number 37038.

**B.** A request to approve the City Treasurer's Financial Report (LAIF) for the month of March 2014 (FD)  
(Staff report attached)  
**Recommendation: Approve the City Treasurer's Financial Report.**

**Motion:** A motion was made by Garcia and seconded by Markovich to approve the City Treasurer's Financial Report (LAIF) for the month of March 2014. The motion carried (5 – 0) as follows

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.

ABSENT: None.  
ABSTAIN: None.

- C. A request to approve the Cash and Investment Report for the month of March 2014 (FD)  
(Report attached)  
**Recommendation: Approve the Cash and Investment Report.**

**Motion:** A motion was made by Garcia and seconded by Markovich to approve the Cash and Investment Report for the month of March 2014. The motion carried (5 – 0) as follows

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

- D. A request to approve the Minutes for the City Council Special Meeting of April 29, 2014. (CC)  
(Minutes attached)  
**Recommendation: Waive reading of the minutes, approve as submitted, and order filed.**

**Motion:** A motion was made by Sanchez and seconded by Markovich to approve the Minutes for the City Council Special Meeting of April 29, 2014. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

- E. A request to approve the Minutes for the City Council/City Council as Successor Agency to the Cudahy Development Commission Regular/Special Joint Meeting of May 6, 2014.  
(CC)  
(Minutes attached)  
**Recommendation: Waive reading of the minutes, approve as submitted, and order filed.**

**Motion:** A motion was made by Sanchez and seconded by Markovich to approve the Minutes for the City Council/City Council as Successor Agency to the Cudahy Development Commission Regular/Special Joint Meeting of May 6, 2014. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

**F. Consideration of A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY APPROVING AND DIRECTING THE TRANSFER OF HOUSING FUNCTIONS AND ASSETS OF THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY TO THE CITY OF CUDAHY, ACTING AS HOUSING SUCCESSOR AGENCY (SUCCESSOR AGENCY) (FD)  
(Resolution Attached)  
Recommendation: Approve the Resolution.**

A staff report was given by Steve Dobrenen, Finance Director.

City Attorney Birrueta noted that the City Attorney's Office reviewed this item and it is compliant with State law to unwind Redevelopment activities.

**Motion:** A motion was made by Sanchez and seconded by Markovich to A RESOLUTION OF THE SUCCESSOR AGENCY TO THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY APPROVING AND DIRECTING THE TRANSFER OF HOUSING FUNCTIONS AND ASSETS OF THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY TO THE CITY OF CUDAHY, ACTING AS HOUSING SUCCESSOR AGENCY (SUCCESSOR AGENCY). The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

**G. Consideration of A RESOLUTION OF THE CITY OF CUDAHY, ACTING AS HOUSING SUCCESSOR AGENCY, APPROVING ITS ACCEPTANCE OF THE HOUSING FUNCTIONS AND ASSETS OF THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY FROM THE CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY SUCCESSOR AGENCY. (CITY COUNCIL AS HOUSING SUCCESSOR AGENCY)(FD)  
(Resolution Attached)  
Recommendation: Approve the Resolution.**

A staff report was given by Steve Dobrenen, Finance Director.

City Attorney Birrueta noted that the City Attorney's Office reviewed this item and it is compliant with State law to unwind Redevelopment activities.

**Motion:** A motion was made by Sanchez and seconded by Markovich to approve A RESOLUTION OF THE CITY OF CUDAHY, ACTING AS HOUSING SUCCESSOR AGENCY, APPROVING ITS ACCEPTANCE OF THE HOUSING FUNCTIONS AND ASSETS OF THE FORMER CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY FROM THE CUDAHY COMMUNITY DEVELOPMENT COMMISSION/REDEVELOPMENT AGENCY SUCCESSOR AGENCY. (CITY COUNCIL AS HOUSING SUCCESSOR AGENCY). The motion carried (5 – 0) as follows

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

## 11. BUSINESS SESSION

- A. Consideration of A RESOLUTION OF THE CITY COUNCIL OF CUDAHY, CALIFORNIA, SUPPORTING THE EXPANSION OF EARLY CARE AND EDUCATION AND CHILD FRIENDLY ACTIVE SPACE AND TO WORK WITH THE SOUTHEAST CITIES ECE TASK FORCE AND COLLABORATIVE TO ASSURE THESE GOALS ARE ACCOMPLISHED (COUNCIL)  
**(Resolution Attached)**  
**Recommendation: Approve the Resolution.**

A verbal report was given by Vice Mayor Markovich.

**Motion:** A motion was made by Markovich and seconded by Garcia to approve A RESOLUTION OF THE CITY COUNCIL OF CUDAHY, CALIFORNIA, SUPPORTING THE EXPANSION OF EARLY CARE AND EDUCATION AND CHILD FRIENDLY ACTIVE SPACE AND TO WORK WITH THE SOUTHEAST CITIES ECE TASK FORCE AND COLLABORATIVE TO ASSURE THESE GOALS ARE ACCOMPLISHED. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

- B. Discussion to explore the possibility of a joint facility agreement between LAUSD (Elizabeth Learning Center) and the City of Cudahy (CM)  
**(Staff report attached)**  
**Recommendation: Authorize staff to explore the possibility of a joint facility agreement.**

A staff report was given by Henry Garcia, Interim City Manager. Staff is looking for general direction from Council to begin working with the School District and the City Attorney to explore an agreement for joint use.

Council and staff discussion ensued as to which other campuses should be included, and the scope of the agreement.

The Council unanimously (5 – 0) directed the City Manager to begin working with the School District and the City Attorney to explore an agreement for joint use and bring back a report on a future agenda.

- C. Consideration to approve a contract between The City of Cudahy and HR Dynamics and Performance Management for professional services.  
(CM)  
**(Report and Agreement attached)**  
**Recommendation: Approve Professional Management Services with HR Dynamics and Performance Management.**

A staff report was given by Henry Garcia, Interim City Manager.

Council Member Guerrero expressed his gratitude to the City Manager for his work. He expressed a few concerns with the contract, noted that under this contract he would be a “consultant” for the City rather than as the City Manager, and inquired how that would work in practicality.

City Manager Garcia noted that he will not be acting as the City Manager in any capacity, only working on the tasks outlined in the scope of work. Mr. Dobrenen will act as the Interim City Manager until a permanent City Manager is appointed. Mr. Garcia noted he would still be available to the Council and Mr. Dobrenen as needed and directed by them.

Council Member Guerrero requested clarification regarding compensation. Mr. Garcia noted the economic development and background estimates which can be revised pursuant to negotiation with the Council.

Mr. Garcia noted that he would still be accountable for the targets outlined in the scope of services. He will always return the questions as directed by the Council, especially in regard to any constituent concerns.

Council Member Oliva clarified that Mr. Garcia will participate in the workshops. Mr. Garcia noted he would be submitting for actual expenses.

Council Member Guerrero requested having a weekly cap of hours in the consultant contract. City Attorney Birrueta noted that the agreement was drafted to ensure the consultant is not exceeding forty (40) hours per week.

**Motion:** A motion was made by Guerrero and seconded by Markovich to approve the contract with the following modifications: 1) In regard to compensation, the monthly hours are not to exceed 160 hours (weekly not to exceed 40 hours) without the express approval by the City Council, and 2) in regard to reimbursement, not to exceed \$300 per month. The motion carried (5 – 0) as follows:

AYES: Guerrero, Oliva, Sanchez, Markovich, Garcia  
NOES: None.  
ABSENT: None.  
ABSTAIN: None.

## 12. COUNCIL BUSINESS

- A. Discussion item on pension reform.  
**(Guerrero)**  
**(City Attorney to provide an oral report)**  
**Recommendation: Receive Report.**

A verbal report was given by Council Member Guerrero. He referenced existing and proposed GASB requirements, which will negatively impact the City's reserve. He stated there would be an unsustainable unfunded pension obligation, which may bankrupt the City.

Mayor Garcia noted that there are currently eleven (11) legislative bills in the State legislature to address pension reform.

Council Member Guerrero requested a thorough analysis to establish what the unfunded pension obligation will be for the City. He requested that it be provided in the form of a staff report to the City Council and then schedule a discussion for the City Council to determine a remedy. At minimum, he suggested requiring new employees to contribute a higher level to their pensions than what current employees are contributing. He also requested a new calculation for the City's retirement plan in order to introduce a Tier III pension program for new employees.

Council Member Oliva inquired regarding an upcoming budget meeting. Steve Dobrenen, Finance Director affirmed that he would be meeting with the City Manager on May 27, 2014 regarding scheduling budget study sessions.

Council Member Oliva strongly expressed that reform is required on pension and modification of the City's current plan is necessary. She agrees with a Tier 3 program in terms of long-term structural change and supported the Tier 3 for new employees.

Council Member Sanchez requested the formation of a subcommittee comprised of Council Member Guerrero and Council Member Oliva to review what other cities are doing in terms of pension reform.

Vice Mayor Markovich supported the formation of a subcommittee to review the issue and return to the full Council with a report.

City Attorney Birrueta noted that information is required from the Finance Director to ensure that the City is reviewing all legal avenues to address the pension reform issues.

Council Member Guerrero clarified that the City Council does not have to wait for the state reforms to introduce a proposal for pension reform. However, he did note that the City must start looking at introducing reforms today so that the long-term cumulative impact of the unfunded pension obligations will be lessened.

Council Member Guerrero suggested himself, the Finance Director, the City Attorney, and Council Member Sanchez to form the subcommittee to address this matter.

Council Sanchez suggested Council Member Oliva for the subcommittee, as he is more interested in participating in the discussions regarding the State Controller's audit.

Per a unanimous vote, the Council directed the formation of a subcommittee on pension reform made up of Council Member Guerrero, Council Member Oliva, the Finance Director, and the City Attorney to review pension reform options and return to the City Council with a report on a future agenda.

### **13. CLOSED SESSION**

City Attorney Birrueta announced that the City Council/Agency would recess to Closed Session to discuss the items listed on the Closed Session agenda.

**A. CONFERENCE WITH LEGAL COUNSEL - POTENTIAL LITIGATION.** (1) One matter regarding possible initiation of litigation pursuant to Government Code section 54956.9(d)(4).

**B. Closed Session pursuant to Government Code Section 54956.9(d) (2) and 54956.9(e) (1) - Conference with Legal Counsel to Discuss Matter Involving Potential Litigation and/or Significant Exposure to Litigation – [One (1) Matter] - This Matter will be heard jointly by the Cudahy City Council and the Cudahy City Council in its capacity as Successor Agency to the Cudahy Redevelopment Agency.**

**C. Closed Session pursuant to Government Code Section 54956.8 – Conference with Real Property Negotiator**  
Location of Property: 4840 Clara Street, APN 6226 025 004  
City's Negotiator(s): City Manager Henry Garcia and City Attorney Isabel Birrueta  
Party Negotiating With: Emiglia and Chiara Gigliotti

Under Discussion: Discussion of both price and terms of payment as relates to purchase of subject property

**D. Closed Session pursuant to Government Code Section 54956.8 – Conference with Real**

**Property Negotiator**

**Location of Property:** 4846 Clara Street, APN 6226-025-004

**City's Negotiator(s):** City Manager Henry Garcia and City Attorney Isabel Birrueta

**Party Negotiating With:** Estrada Othon / Estrada Maria A

**Under Discussion:** Discussion of both price and terms of payment as relates to purchase of subject property

### **Closed Session Report**

City Attorney Birrueta reported that the City Council/Agency met in Closed Session to discuss Items 13A, 13B, 13C, and 13D. Direction was given however there was no reportable action taken and there was nothing further to report.

### **14. ADJOURNMENT**

The City Council/Agency meeting adjourned at 10:40 p.m.



||| A

## AGENDA REPORT

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**MEETING DATE:** June 3, 2014

**TO:** Honorable Mayor and Members of the City Council

**THROUGH:** Steven Dobrenen, Acting City Manager

**FROM:** Jennifer Hernandez, Acting Human Resources Specialist

**TITLE:** **AMENDMENT NO. 1 TO COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH DAPEER, ROSENBLIT, LITVAK, LLP.**

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**RECOMMENDATION:** That the City Council authorize the City Manager to execute Amendment No. 1 to Community Development Block Grant Contract, in an amount not to exceed \$50,000.00, with Dapeer, Rosenblit, Litvak, LLP

**SUMMARY:** As part of its participation in the US Housing and Urban Development (HUD) Community Development Block Grants (CDBG) program, which is in turn administered by the Los Angeles County Community Development Commission (CDC) – the City of Cudahy receives a yearly allocation of funds toward the implementation of a variety of projects including a citywide Code Enforcement Program.

The City has sought out the services of a law practice to provide services as City Prosecutor. The City's Code Enforcement Program performs enforcement of municipal and other government codes as they pertain to property maintenance and zoning ordinances. Housing standards, land use, illegal construction and related health & safety problems are the main focus of Code Enforcement activities.

The contract period is for a one year period with a total of two year-long extensions for a total of three years. At which time the services must be put out to bid again.

**BACKGROUND:** On March 5, 2013, the City of Cudahy entered into a contract for professional services with Dapeer, Rosenblit, Litvak, LLP., of Los Angeles, California after having circulated a Request for Proposals and receiving a number of competitive bids. Per Section 3 of the contract entitled "Time of Performance", the term of this contract is scheduled to expire on June 30, 2014. Moreover, *"The term of the Contract may be extended for up to one (1) additional year based on the satisfactory performance of the Attorney as determined by the City"*

The City of Cudahy contracted the services of Dapeer, Rosenblit, Litvak, LLP to serve as City Prosecutor. The scopes of services for the City Prosecutor are as follows: *"Attorney shall investigate and prosecute violations of City ordinances referred to Attorney. The services shall include reviewing police or other City reports and requests*

*for criminal prosecution, making determinations on whether to file a criminal complaint, preparing and serving complaints, representing City at arraignments, interviewing witnesses, performing necessary legal research in connection with prosecution, recommending changes and amendments to Cudahy Municipal Code to facilitate enforcement and advising department directors and law enforcement personnel on criminal procedures. All recommendations for amendments to the Cudahy Municipal Code shall be referred to the City Attorney for review and preparation of any necessary ordinances." All services aforementioned herein have been provided to meet and exceed the City's expectations.*

**ATTACHMENTS:** City of Cudahy Community Development Block Contract Between the City of Cudahy and Dapeer, Rosenblit, Litvak, LLP.

Amendment No. 1 to Community Development Block Grant Contract with Dapeer, Rosenblit, Litvak, LLP.

**CITY OF CUDAHY  
COMMUNITY DEVELOPMENT BLOCK GRANT  
CONTRACT**

**THIS CONTRACT is made and entered into this 5<sup>TH</sup> DAY OF MARCH, 2013, by and between the City of Cudahy, hereinafter referred to as "City," and DAPEER ROSENBLIT LITVAK LLP 11500 W. OLYMPIC BLVD., SUITE 550, LOS ANGELES, CA 90064, hereinafter referred to as the "Attorney."**

**WITNESSETH THAT:**

**WHEREAS, the City has entered into a Contract with the County of Los Angeles Community Development Commission (CDC), to execute the City's Community Development Block Grant (CDBG) Program, which includes funding for the operation of a Code Enforcement Program; and**

**WHEREAS, City desires to engage Attorney to prosecute violations of State, County and City ordinances in support of said program; and**

**WHEREAS, the principal members of Attorney are attorneys duly licensed under the laws of the State of California and experienced in providing prosecutorial services; and**

**WHEREAS, the City is willing to utilize a portion of its CDBG funds for the operation of this program.**

**NOW, THEREFORE, in consideration of the mutual covenants herein set forth and mutual benefits to be derived therefrom, the parties agree as follows:**

**1. CONTRACT. This Contract consists of this document and the following attachments: Exhibit A, Proposal, Exhibit B, County Lobbyist Certification, Exhibit C, Reimbursement Invoice, and Exhibit D, Certificate of Insurance.**

**2. SCOPE OF SERVICES. The Attorney agrees to perform all of the services set forth in this Contract.**

**A. DESCRIPTION OF WORK. City engages Attorney to serve as City Prosecutor. Attorney shall investigate and prosecute violations of City ordinances referred to Attorney. The services shall include reviewing police or other City reports and requests for criminal prosecution, making determinations on whether to file a criminal complaint, preparing and serving complaints, representing City at arraignments, interviewing witnesses, performing necessary legal research in connection with prosecution, recommending changes and amendments to Cudahy Municipal Code to facilitate enforcement and advising department directors and law enforcement personnel on criminal procedures. All recommendations for amendments to the Cudahy**

Municipal Code shall be referred to the City Attorney for review and preparation of any necessary ordinances.

**B. DATA FURNISHED ATTORNEY.** All information, data reports, records and maps as are existing and in the possession of City and necessary for carrying out the work, shall be furnished to Attorney without charge by City, and City shall cooperate in every reasonable way in the carrying out of the work without delay.

**C. CITY REPRESENTATIVE.** Attorney shall work closely and cooperate fully with the City and its designated representative. The designated representative shall be the **City Manager**, or his designee authorized in writing, who shall be the principal officer of City for liaison and shall constantly review and give his or her approval of the details of work as it progresses.

**D. COMMENCEMENT AND COMPLETION OF WORK.** The execution of the Contract by the parties hereto does not constitute an authorization to proceed. The services of Attorney in connection with any prosecution are to commence only when the **City Manager** or his designee shall have assigned the prosecution to Attorney. Attorney shall have no claim for compensation for services on any work upon which the City does not assign to Attorney.

**3. TIME OF PERFORMANCE.** Said services of Attorney are to commence on the date first above written, and shall be completed no later than June 30, 2014. The term of this Contract may be extended for up to one (1) additional year based on the satisfactory performance of Attorney as determined by the City.

**4. COMPENSATION AND METHOD OF PAYMENT.** City shall pay an hourly fee of **\$175.00 (175 dollars)** per hour for legal services, including legal appearances and trial, billed by Attorney. Attorney shall not impose additional charges for paralegals, law clerks, secretaries or other support staff. In addition, the City shall reimburse Attorney for costs advanced in connection with its legal services. Such costs shall include copying expenses, filing service fees per filing, personal service of legal documents (if necessary) for each attempt.

**Total compensation to Attorney shall not exceed \$50,000,** which shall constitute full and complete compensation for Attorney's services under this Contract. Invoices shall be prepared by Attorney on forms mutually agreed to by the parties hereto in order to facilitate the processing of City payments. Said form shall itemize the number of hours or portions thereof devoted by Attorney to each prosecution for each day covered by the statement. Attorney shall submit to the City, on a monthly basis, on or before the tenth calendar day of each month, an approved reimbursement invoice. Payment to Attorney shall be made within thirty (30) days from the date of submission of properly detailed invoice.

**5 COMPLIANCE WITH LAWS.** All parties agree to be bound by applicable Federal, State, and local laws, ordinances, regulations and directives as they pertain to the performance of this Contract.

**6. PROGRAM EVALUATION AND REVIEW.** Attorney shall make available for inspection its performance, financial, and all other records pertaining to performance of this Contract to authorized City personnel, and allow said City personnel to inspect and monitor its facilities and program operations, including the interview of Attorney staff and program participants, as required by the City. Attorney agrees to submit all data that are necessary to complete the Quarterly Performance Reports and monitor program accountability and progress in accordance with HUD requirements, in the format and at the time designated by the City Manager or his designee. This includes cumulative quarterly summary Activity Reports, due on or before the tenth calendar day of the following month (i.e., October 10, January 10, April 10, and July 10).

**7. AFFIRMATIVE ACTION.** The Attorney shall make every effort to ensure that all projects funded wholly or in part by CDBG funds shall provide equal employment and career advancement opportunities for minorities and women. In addition, the Attorney shall make every effort to employ lower income residents of the project area and shall keep a record of the positions that have been created directly as a result of this project.

**8. CHANGES.** The City may, from time to time, request changes in the scope of services of the Attorney to be performed hereunder. Such changes, including any increase or decrease in the amount of the Attorney's compensation, which are agreed upon by and between the City and the Attorney, shall be incorporated into this Contract by written amendments. The Attorney shall have at least thirty (30) days to implement any such change in the scope of services.

**9. CHANGES IN GRANT ALLOCATION.** The City reserves the right to reduce the grant allocation when the City's fiscal monitoring indicates that the Attorney's rate of expenditure will result in unspent funds at the end of the program year. Changes in the grant allocation will be made after consultation with the Attorney.

**10. FEDERAL REQUIREMENTS.** During the performance of this Contract, the Attorney agrees to comply with the following Federal provisions:

**A. Executive Order 11246**

a. During the performance of this Contract, the Attorney agrees not to discriminate against any employee or applicant for employment because of race, religion, sex, color or national origin. The Attorney will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, color or national origin. Such action shall include, but not be limited to, the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

b. The Attorney agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Attorney setting forth the provisions of this nondiscrimination clause.

c. The Attorney will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions shall not apply to contracts or subcontracts for standard commercial supplies or raw materials.

d. The Attorney will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations and relevant orders of the Secretary of Labor.

e. The Attorney will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules regulations and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

f. In the event of the Attorney's noncompliance with the equal opportunity clauses of the Contract or with any of such rules, regulations or orders the Contract may be canceled, terminated or suspended in whole or in part and the Attorney may be declared ineligible for further government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation or order of the Secretary of Labor, or as otherwise provided by law.

g. The Attorney will include the provisions of paragraph (a) through (f) in every subcontract ~~or purchase order unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order 11246 of September 24, 1965,~~ so that such provisions will be binding upon each subcontractor or vendor. The Attorney will take such action with respect to any subcontract or purchase order as the City may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided however, that in the event the Attorney becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the City, the Attorney may request the United States to enter into such litigation to protect the interest of the United States.

### **B. Section 3**

a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701 et seq. Section 3

requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns which are located in, or owned in substantial part by persons residing in, the area of the project.

b. The parties to the Contract will comply with the provisions of said Section 3 and regulation issued pursuant thereto by the Secretary of Housing and Urban Development as set forth in 24 CFR 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of the Contract. The parties to this Contract certify and agree that they are under no contractual or other disability, which would prevent them from complying with these requirements.

c. Compliance with the provisions of Section 3, the regulation set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued hereunder prior to the execution of the Contract, shall be a condition of the Federal financial assistance provided to the project binding upon the applicant or assigns. Failure to fulfill these requirements shall subject the applicant or recipient, its contractors and subcontractors, its successors and assigns to those sanctions specified by the grant or loan agreement or contract through which Federal assistance is provided, and to such sanctions as are specified by 24 CFR Part 135.

d. Contractors and subcontractors subject to the requirements of Section 3 are required to prepare written affirmative action plan in accordance with the provisions of Sections 135.65 and 135.70, 24 CFR Part 135.

#### **C. Civil Rights Act of 1964**

a. Under Title VI of the Civil Rights Act of 1964, no person shall, on the grounds of race, color, national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance.

#### **D. Section 109 of the Housing and Community Development Act of 1974**

a. No person shall, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity funded in whole or in part with funds made available under this title.

#### **E. Age Discrimination Act of 1975**

a. Prohibition against discrimination on the basis of age.

#### **F. Section 504 of the Rehabilitation Act of 1973**

a. Prohibition against discrimination with respect to an otherwise qualified handicapped individual.

11. **NOTICES.** Any notice required or permitted pursuant to this Contract shall be given by personal service or deposit of the same in the United States mail, postage prepaid and addressed to the parties as follows:

**Attorney:** Dapeer Rosenblit Litvak LLP  
11500 W. 11500 Olympic Blvd., Suite 550  
Los Angeles, CA 90064  
Tel: 310-447-5575

**The City:** City Manager  
c/o Deputy City Clerk - Angela Bustamante  
City Hall  
5220 Santa Ana Street  
Cudahy, California 90201  
Tel: 323-773-5143

Notices hereunder shall be deemed received as of the time of personal service, or in the case of service by means of the United States mail, on the third calendar day following mailing.

12. **ASSIGNMENT.** This Contract is not assignable by Attorney without the express written consent of the City. Any attempt by Attorney to assign any performance of the terms of this Contract shall be null and void and shall constitute a material breach of this Contract.

13. **TERMINATION OF CONTRACT FOR CAUSE.** If, through any cause, Attorney shall fail to fulfill in a timely and proper manner all obligations under this Contract, or if Attorney shall violate any of the covenants, agreements, or stipulations of this Contract, the City shall thereupon have the right to terminate this Contract by giving written notice to Attorney of such termination, and specifying the effective date of such termination. In such event, all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs, and reports prepared by Attorney under this Contract, except confidential records of client sessions, shall, at the option of the City, become its property, and Attorney shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder. Notwithstanding the above, Attorney shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Contract by Attorney, and the City may withhold any payments to Attorney for the purpose of set-off until such time as the exact amount of damages due the City from Attorney is determined.

14. **TERMINATION FOR CONVENIENCE BY THE CITY OR ATTORNEY.** This Contract may be terminated by either of the parties hereto at any time by giving at least thirty (30) days' notice in writing to the other party. City may immediately terminate this

Contract upon the termination, suspension, discontinuation or substantial reduction in CDBG funding for the Contract activity or if for any reason the timely completion of the work under this Contract is rendered improbable, infeasible or impossible. In such event, Attorney shall be compensated for all services rendered and all necessarily incurred costs performed in good faith in accordance with the terms of this Contract that have not been previously reimbursed, to the date of said termination to the extent CDBG funds are available.

15. **INDEMNIFICATION.** Attorney agrees to indemnify, hold harmless and defend City, its elected and appointed officials, officers, and employees, and agents from and against any and all claims, losses, obligations, or liabilities, whatsoever, including defense costs and legal fees, incurred in or in any manner arising out of or related to Attorney's negligent or willful acts, errors or omissions, or those of its employees or agents. The indemnification obligations of Attorney will not be limited by the provisions of any workers' compensation act or similar act. City agrees to indemnify, hold harmless and defend Attorney's firm to the extent permitted by law in the event the firm, or any member thereof, is named as a defendant in any matter arising out of the firm's scope of services set forth in this Contract as a Prosecutor or Special Counsel for the City. This section shall survive the expiration of this Contract.

16. **CONFLICT OF INTEREST.** The Attorney, its agents and employees shall comply with all applicable Federal, State, County, and local laws and regulations governing conflict of interest. To this end, Attorney will make available to its agents and employees copies of all applicable Federal, State, County, and local laws and regulations governing conflict of interest. Attorney shall furnish to the City, prior to execution of this Contract, a written list of all current or proposed subgrantees/subcontractors, vendors or personal service providers, including subsidiaries of the Attorney, which will receive \$10,000 or more during the term of this Contract. Such a list shall include the names, addresses, telephone numbers and identification of principal party(ies) and a description of services to be provided. During the term of this Contract, Attorney shall notify the County in writing of any change in the list of subgrantees/subcontractors, vendors, personal service providers or subsidiaries of the Attorney within fifteen (15) days of any change.

17. **DISCRIMINATION.** No person shall, on the grounds of race, sex, creed, color, religion, or national origin, be excluded from participation in, be refused the benefits of, or otherwise be subjected to discrimination in any activities, program or employment supported by this Contract.

18. **AUDIT EXCEPTIONS BY STATE AND FEDERAL AGENCIES.** Attorney agrees that in the event the program established hereunder is subjected to audit exceptions by appropriate State and Federal audit agencies, it shall be responsible for complying with such exceptions and paying the City the full amount of City's liability to the funding agency resulting from such audit exceptions.

19. **INDEPENDENT CONTRACTOR.** Both parties hereto in the performance of this Contract will be acting in an independent capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the agents or employees of the other party for any purpose whatsoever, including workers' compensation liability. Attorney shall bear the sole responsibility and liability for furnishing workers' compensation benefits to any person for injuries arising from or connected with services performed on behalf of the Attorney pursuant to this Contract.

20. **AMENDMENTS: VARIATIONS.** This writing, with attachments expressly referenced and incorporated herein, embodies the whole of the agreement of the parties hereto. There are no oral agreements not contained herein. Except as herein provided, addition to or variation of the terms of this Contract shall not be valid unless made in the form of a written amendment of this Contract formally approved and executed by both parties.

21. **MONITORING AND EVALUATION.** The City will monitor, evaluate and provide guidance to the Attorney in the performance of this Contract. Authorized representatives of the City, Community Development Commission of Los Angeles County, and HUD shall have the right of access to all activities and facilities operated by the Attorney under this Contract. Facilities include all files, records, and other documents related to the performance of this Contract. Activities include attendance at staff, board of directors, advisory committee and advisory board meetings, and observation of on-going program functions. The Attorney will insure the cooperation of its staff and board members in such efforts. The City Manager or his designee will conduct periodic program progress reviews. These reviews will focus on the extent to which planned program has been implemented, measurable goals, achieved effectiveness of program management, and impact of the program.

22. **AUDITS.** The Attorney's program will be audited in accordance with the City's policy and funding source guidelines. Federal, State or local funding source agencies may also conduct audits. The City or its authorized representatives shall, at all times, have access, for the purpose of audit or inspection, to any and all books, documents, papers, records, property, and premises of the Attorney. The Attorney's staff will cooperate fully with authorized auditors when they conduct audits and examinations of the Attorney's program. If indications of misappropriation or misapplication of the funds of this Contract cause the City to require a special audit, the cost of the audit will be encumbered and deducted from this Contract's budget. Should the City subsequently determine that the special audit was not warranted the encumbered amount would be restored to the Contract budget.

23. **INSURANCE.** The Attorney agrees to maintain in full force and effect during the term of this Contract policies of insurance that meet the following requirements and specifications. Attorney shall procure and maintain the following insurance coverage at its own expense. A. Commercial General Liability Insurance: Attorney shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as

Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

B. **Automobile Liability Insurance:** Attorney shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.

C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both Attorney and City against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by Attorney in the course of carrying out the services contemplated in this Contract.

D. **Errors & Omissions Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, Attorney shall procure and maintain Errors and Omissions Liability Insurance appropriate to Attorney's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

Such insurance shall be primary to any other similar insurance and shall name the City of Cudahy, its officers, agents and employees, as additional insureds. The insurance policy shall contain a provision that prohibits cancellation, modification, or lapse without thirty (30) days' prior written notice to the City. Such insurance policy shall include a severability of interests clause substantially similar to the following: "The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability."

The insurance certificate evidencing such insurance shall be submitted to the City for review within thirty (30) days of the effective date hereof and thereafter the City shall have the right to approve or disapprove any insurance procured by Attorney under the standards of this section. Subject to applicable provisions of the Cudahy Municipal Code, the City Manager may waive the requirement for those coverages set forth under Section 23A and 23B provided such waiver is made in writing.

Procurement of insurance by Attorney shall not be construed as a limitation of Attorney's liability or as performance of Attorney's duties to indemnify, hold harmless, and defend under this Contract."

**24. FAILURE TO PROCURE INSURANCE.** Failure on the part of Attorney to procure or maintain required insurance shall constitute a material breach of contract under which City may immediately terminate this Contract or, at its discretion, procure or renew such insurance and pay any and all premiums in connection therewith, and all monies so paid by City shall be repaid by the Attorney to City upon demand or City may offset the cost of the premiums against any monies due to the Attorney from City.

**25. FINANCIAL PHASE OUT PERIOD.** The Attorney agrees to complete all necessary financial phase out procedures required by the City Manager or his designee, within a period of not more than sixty (60) calendar days from the expiration date of this Contract. This time period will be referred to as the financial phase out period. The City is not liable to provide reimbursement for any expenses or costs associated with this Contract after the expiration of the financial phase out period. After the expiration of the financial phase out period, those funds not paid to the Attorney under this Contract, if any, may be immediately reprogrammed by City into other eligible activities in the City. The City Manager, or his designee, shall request a final financial audit for activities performed under this Contract at the expiration of the financial phase out period.

**26. PERSONNEL.** Attorney shall comply with the following:

A. Attorney has, or will secure at its own expense, all personnel required in performing the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with the City;

B. All of the services required hereunder will be performed by Attorney or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State and local law to perform such services; and

C. None of the work or services covered by this Contract shall be subcontracted without the prior written approval of the City. Any work or services subcontracted hereunder shall be specified by written contract or agreement and shall be subject to each provision of this Contract.

**27. PERSONNEL POLICIES.** City may review Attorney's personnel policies and may make available to Attorney personnel policies developed by City. City personnel policies are optional with Attorney, unless City verifies personnel management problems during Contract period, in which instance City Manager may require use of City-developed personnel practices, including use of a City Personnel Policies Manual, as a condition of continued funding or future contract awards. Personnel policies include, but are not limited to, staff size and levels, salaries, supervisory-subordinate ratios, consultant fees, fringe benefits and other related matters.

**28. NEPOTISM.** Attorney shall not hire nor permit the hiring of any person to fill a position funded through this Contract if a member of that person's immediate family is employed in an administrative capacity by Attorney. For the purposes of this section, the term "immediate family" means spouse, child, mother, father, brother, sister,

brother-in-law, sister-in-law, father-in-law, mother-in-law, aunt, uncle, niece, nephew, stepparent and stepchild. The term "administrative capacity" means having selection, hiring, supervisory or management responsibilities, including serving on the governing body of Attorney.

**29. RELIGIOUS AND POLITICAL ACTIVITIES.** Attorney agrees that funds under this Contract will be used exclusively for performance of the work required under this Contract, and that no funds made available under this Contract shall be used to promote religious or political activities. Further, Attorney agrees that it will not perform, nor permit to be performed, any religious or political activities in connection with the performance of this Contract.

**30. OUTSIDE EMPLOYMENT.** In its written personnel policies, Attorney shall include the following provisions governing outside employment of its employees:

A. Such employment shall not interfere with the efficient performance of the employee's duties in the program of this Contract;

B. Such employment shall not involve a conflict of interest or an appearance of conflict with the employee's duties in the program of this Contract;

C. Such employment shall not involve the performance of duties which the employee should perform as part of his employment in the program of this Contract; and

D. Such employment shall not occur during the employee's regular or assigned working hours in the program of this Contract, unless, during the entire day on which such employment occurs, the employee is on vacation, compensatory leave or leave without pay.

Attorney shall establish effective procedures to enforce these provisions and must provide specific procedures regarding outside employment of its full-time personnel whose duties are not readily confined to a standard workday or workweek. These personnel include, but are not limited to, Executive Directors, neighborhood workers, and other employees whose responsibilities may require them to be available for duty during evenings or on weekends.

**31. ALTERNATIVE FINANCIAL MANAGEMENT SERVICES.** City may make available to Attorney a financial management service, which includes, but is not limited to, certain designated record keeping, reporting, petty cash, and lesser fiscal functions. This service is optional with Attorney, unless City verifies fiscal management problems during the Contract period, in which case City may mandate use of the financial management service as a condition of continued funding or future contract awards. City may deduct its cost for this service from Attorney's total grant.

**32. REPORTS AND RECORDS.** Attorney agrees to prepare and submit financial, program progress, monitoring, evaluation and other reports as required by City.

Attorney shall maintain, and permit on-site inspections of, such property, personnel, financial, and other records and accounts as are considered necessary by City to assure proper accounting for all Contract funds. Attorney will ensure that its employees and board members furnish such information, which, in the judgment of City representatives, may be relevant to a question of compliance with contractual conditions with City, or with the effectiveness, legality, and achievements of the program. Attorney agrees to keep available and maintain these records during the contract period and thereafter for a period of five (5) years from when the pending matters are closed. The Attorney shall submit monthly reports to the City specifying program income earned.

33. **FINDINGS CONFIDENTIAL.** All of the personal client case files, prepared or assembled by Attorney under this Contract are confidential and Attorney agrees that they shall not be made available to any individual or organization without the prior written approval of the client, or client's legal guardian.

34. **COPYRIGHT.** No report, maps, or other documents produced in whole or in part, under this Contract shall be the subject of an application for copyright by or on behalf of Attorney.

35. **EXPENDITURES.** Expenditures made by Attorney in the operation of this Contract shall be in strict compliance and conformity with the Budget set forth in Exhibit B, unless prior written approval for an exception is obtained from the City Manager or his designee.

36. **SEVERABILITY.** In the event that any portion of this document is found to be illegal, unenforceable, or inapplicable, such portions of this contract may be deleted or modified and will not effect the remainder of the contract.

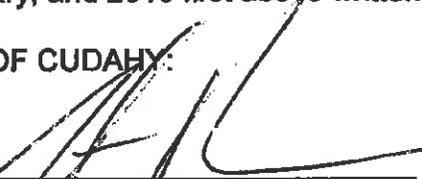
37. **SUCCESSORS AND ASSIGNS.** Every provision of this Contract shall be binding upon the parties hereto and upon their respective successors and upon any person to whom rights under this Contract are assigned pursuant to Paragraph 16 of this Contract.

38. **LITIGATION.** Should any dispute under this Contract lead to litigation, the prevailing party shall be entitled to reasonable attorneys' fees for the prosecution of the action.

[SIGNATURE PAGE]

IN WITNESS WHEREOF, the governing bodies of the parties hereto have authorized this Contract and have caused said Contract to be executed by their respective chief executive officers and attested by the executive officers' clerks thereof as of the 5<sup>th</sup>, February, and 2013 first above written.

CITY OF CUDAHY:

  
\_\_\_\_\_  
Hector Rodriguez, City Manager

DAPEER ROSENBLIT LITVAK, LLP:

  
\_\_\_\_\_  
Kenneth B Dapeer, Partner

ATTEST:

  
\_\_\_\_\_  
Angela Bustamante, Deputy City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Rick Olivarez, City Attorney

**AMENDMENT NO. 1  
TO COMMUNITY DEVELOPMENT BLOCK GRANT CONTRACT WITH DAPEER,  
ROSENBLIT, LITVAK, LLP.**

**THIS AMENDMENT NO. 1** is made and entered into this **3<sup>RD</sup> day of June, 2014**, by and between the City of Cudahy, hereinafter referred to as "City," and Dapeer, Rosenblit, Litvak, LLP, hereinafter referred to as the "Consultant."

**THIS AMENDMENT NO. 1** is an amendment to the prior Community Development Block Grant Contract between the City and Consultant dated **March 5, 2013**, hereinafter referred to as the "Contract."

**WITNESSETH THAT:**

I. This Amendment No. 1 constitutes and establishes an amendment to the Contract dated March 5, 2013.

II. All provisions, terms, conditions, stipulations and requirements of the Contract shall continue in full force and effect, except as specifically amended herein.

III. The term of the Contract, set forth in Section 3 of the Contract, is hereby extended for one (1) year, from **July 1, 2014 to June 30, 2015**.

IV. The term of the Contract, set forth in Section 4 of the Contract, is hereby not exceed **\$50,000 (Fifty Thousand Dollars and Zero Cents)**.

**IN WITNESS WHEREOF**, City has caused its corporate name and seal to be hereunto affixed by the City Clerk and subscribed by the City Manager and attested by the City Clerk, both hereunto duly authorized by the City Council of the City of Cudahy, and Consultant has hereunto subscribed and executed this Amendment No. 1 effective as of the day, month, and year herein above written.

**CITY OF CUDAHY:**

**DAPEER, ROSENBLIT, LITVAK, LLP.:**

\_\_\_\_\_  
Steven Dobrenen, Acting City Manager

\_\_\_\_\_  
Kenneth B. Dapeer, Partner

**ATTEST:**

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Carrie Gallagher, Interim City Clerk

\_\_\_\_\_  
Isabel Birrueta, City Attorney



11.B

# AGENDA REPORT

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MEETING DATE: June 3, 2014  
TO: Honorable Mayor and Members of the City Council  
THROUGH: City Manager's Office  
FROM: Acting City Manager  
TITLE: **CONSIDERATION TO APPROVE AGREEMENT BETWEEN CITY OF CUDAHY AND KEENAN & ASSOCIATES**

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## RECOMMENDATION

It is recommended that the City Council enter into an agreement with **Keenan & Associates** for Risk Management Consultant Services to search and evaluate for new insurance coverage that best fits the City's needs. (Draft agreement prepared by City Attorney attached **Exhibit B**)

## SUMMARY

Taking in to account the City's June 2015 anticipated separation from its current insurance pool, California Joint Powers Insurance Authority (CJPIA), staff needs to conduct comprehensive search for new insurance coverage that meets the demands of the City. Due to the complex nature of searching for proper insurance coverage options available on the market, staff recommends seeking an experienced external firm to conduct this search.

Keenan and Associates will be able to guide us through our search to locate new insurance options that best fit the City. Once these options have been identified and evaluated by the Council, the firm can also provide coverage through their broker services option. The evaluation and recommendation approach is best categorized in the two phases as detailed in the attached description (**Exhibit A**).

## BACKGROUND

On January 21, 2014 the City Council passed a resolution to terminate insurance coverage with CJPIA. A termination letter was sent to CJPIA on January 31, 2013 detailing the City's intention to separate June 2015.

## FISCAL IMPACT

Keenan will perform the services outlined in Phase I at a flat rate not to exceed \$25,320.00, to be invoiced in three equal payments of \$8,440, with the final payment due 30 days following the final Phase I.

Phase II cost is to be determined at a later date, depending on the type of coverage the City chooses, should the City appoint Keenan as its broker going forward, following the Phase II marketing of the coverage, the above Phase I fees will be credited to first year broker services fees or commission.

## Exhibit A

### STATEMENT OF WORK

#### City of Cudahy – Risk Management Program Evaluation Services

Keenan shall provide the following consulting services (“Services”):

- Review Client’s current insurance coverage(s) and appropriateness of limits
- Compare cost of coverage to similar agencies in the region and State
- Evaluate safety and loss control (claim prevention) programs and their effectiveness
- Provide information regarding alternatives and suggestions for improvement
- Promote predictability and stability in Client operations from a risk management perspective
- Assist Client in developing a sustainable risk management culture

Keenan’s Services will be divided into two phases as listed below.

#### Phase I

**1. Identification of Risk** - is the identification of potential loss sources through an evaluation of risk exposures. Examples of such exposures associated with operational activities include, but are not limited to: practices, procedures, new projects, contractual relationships and unfavorable events that could occur by negligence, oversight or accident. The identification of such exposures are conducted through:

- A thorough review that examines every aspect of current and future Client operations as well as administrative activities. For example, a review of policies, procedures, practices, project plans and contracts will be examined in this review
- Inspection of operational areas, their inputs and outputs

Evaluation of Risk Identified risk exposures will be further evaluated to establish probability and severity of their occurrence. This evaluation will incorporate an analysis of the Client’s losses, insured and uninsured; examine current risk trends and their affect Client exposures as well as future operations that may increase risk exposure.

**2. Coverage Analysis & Techniques to Manage Risks** - After determination and evaluation of risks, various risk management techniques or combination of techniques will be suggested. These techniques will include risk transfer by the purchase of insurance/pooling participation, risk avoidance, loss prevention and loss reduction. Client shall evaluate Keenan’s suggestions determine which of the techniques suggested will be implemented.

This segment will:

- Analyze insurance coverages and identify coverage gaps
- Examine current techniques in place and their effectiveness
- Recommend the enhancement of current techniques or development of new techniques. Our experience indicates for most exposures a combination of techniques are commonly applied
- Suggest insurance coverage options to properly address risk financing and improve cash flow

Conducted by Keenan Consultant and Marketing Specialist

Deliverable is a report which recommends enhancement of current techniques/development of new techniques and insurance coverage options. With consideration of the enterprise risk management objective, recommended techniques will be designed to align functions of various Client departments, ensuring a holistic approach to implementation can be achieved.

Phase I, including the delivery of Keenan's written report, will be completed no later than August 31, 2014.

## **Phase II**

Phase II will be implemented at Client's direction following Client's acceptance of Keenan's report. The timing of deliverables for Phase II will be as agreed to by the Parties.

**1. Program Marketing** – This phase may, at the Client's election, involve a comprehensive marketing of one or more lines of coverage to explore the possibility of program alternatives from a coverage and/or cost perspective. At the Client's direction, Keenan & Associates will market the insurance programs to A rated insurers and interested JPA's currently doing business in the State.

Keenan will provide to Client:

A document outlining full transparency of all program costs, and the maximum ultimate program cost information for the policy period beginning July 1, 2015.

Keenan will work with the Client to understand its options relative to the *exit costs* of the CJPIA.

**2. Implementation of Risk Management Techniques** – Keenan will assist Client in the implementation of the risk management techniques/programs selected by Client as most appropriate for its environment, and will assist with the development of written programs and plans to address loss prevention and reduction; and practices for the contractual transfer of risk.

Conducted by Keenan Consultant and Account Manager

Deliverable is a recommended implementation activities report with an implementation timetable and/or comprehensive marketing of coverages with agreed upon marketing deadline.

**3. Monitor and Evaluate Results** – One year following implementation of the risk management techniques/programs selected by Client. Keenan will review the effectiveness and efficiency of the techniques and programs will be assessed to determine their appropriateness and whether any changes and/or modifications are indicated. Keenan will prepare annual written report of its findings. Effectiveness will be determined by an examination and comparison of claims data prior to and following implementation of the risk management initiatives and a review of other safety and risk performance indicators.

Conducted by Keenan Consultant and Account Manager

Deliverable is a report that includes assessment of:

- Technique effectiveness and efficiency through pre and post claims review
- Program implementation review
- Recommendation for modifications, as necessary

2014  
**CONTRACT SERVICES AGREEMENT**  
(Engagement: Risk Management Program Evaluation Services)  
----- (Parties: Keenan & Associates – City of Cudahy)

THIS 2014 CONTRACT SERVICES AGREEMENT (“Agreement”) is entered into this \_\_\_\_\_ day of \_\_\_\_\_ 2014 (hereinafter, the “Effective Date”), by and between the CITY OF CUDAHY, a municipal corporation (“City”) and Keenan & Associates, (hereinafter, “Consultant”). The capitalized term “Parties” shall be a collective reference to both City and Consultant. The capitalized term “Party” shall refer to either City or Consultant interchangeably as appropriate.

**RECITALS**

THIS AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, the City desires the following contract services: specialty insurance services with expertise in insurance and related service needs of public agencies; and

WHEREAS, Consultant represents that it is fully qualified to perform such services by virtue of its experience and the training, education and expertise of its principals and employees; and

WHEREAS, Consultant further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement.

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS HEREIN CONTAINED, CITY AND CONSULTANT AGREE AS FOLLOWS:

1  
**PROJECT, SCOPE AND TERM OF SERVICES AND COMPENSATION**

1.1 **SCOPE OF WORK:** Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Consultant agrees to perform the services and tasks set forth in Exhibit “A”, which is attached and incorporated hereto (hereinafter the “Scope of Work”). Consultant further agrees to furnish to City all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term “Work.” The Work is inclusive of those tasks that may be identified as being optional under the Scope of Work and such optional work shall not constitute Extra Work under Section 1.5 of this Agreement, below. Neither Consultant nor anyone acting on Consultant’s behalf shall commence with the performance of the Work or any other related tasks until City issues a written notice to proceed (hereinafter, the “Notice to Proceed”).

1.2 **PROSECUTION OF WORK:** The Parties agree as follows:

A. Time is of the essence of this Agreement and each and every provision contained herein. The Work shall be commenced within three (3) calendar days of City’s issuance of a Notice to Proceed and shall be completed at the earliest feasible time practicable, but in no event by a date not later than DATE (hereinafter, the “Completion Date”). City, in its reasonable discretion, may grant Consultant additional time to complete the Work,

provided (i) no grant of additional time shall **exceed** a period of thirty (30) calendar days from the original Completion Date; and (ii) Consultant shall have provided City with a written request for additional time no less than fifteen (15) calendar days prior to the original Completion Date, which notice shall specify the reason(s) why additional time is needed, how much additional time is needed and what measures Consultant has taken to mitigate the need for additional time. The granting of such additional time by the City shall in no way entitle Consultant to compensation in excess of the Contract Price, defined below, in so far as the need of additional time is not reasonably attributable to City.

- B. CONSULTANT shall perform the Work continuously and with due diligence so as to complete the Work by the Completion Date. CONSULTANT shall cooperate with City and in no manner interfere with the work of City, its employees or other consultants, contractors or agents;
- C. CONSULTANT shall not claim or be entitled to receive any compensation or damage because of the failure of CONSULTANT or its subconsultants, to have related services or tasks completed in a timely manner;
- D. CONSULTANT shall at all times enforce strict discipline and good order among CONSULTANT's employees;
- E. CONSULTANT, at its sole expense, shall pay all sales, consumer, use or other similar taxes required by law.

### 1.3 COMPENSATION:

Consultants total compensation for performing the Work shall not exceed the aggregate sum of TWENTY FIVE THOUSAND THREE HUNDRED TWENTY DOLLARS (\$25,320.00) (hereinafter, the "Contract Price"). The Parties agree that the Contract Price includes compensation for all labor, materials, tools, supplies, equipment, business licenses and such other incidental and customary work necessary to competently perform and fully complete the Work as well as compensation for all specifically delineated expenses set forth in the Scope of Work. All related costs, travel expenses, fees in the development of the Work shall be burdened by the Consultant and not be reimbursable to the City. In no event shall the total compensation and costs payable to Consultant under this Agreement exceed the Contract Price unless the availability of funds for the added expenditure is first reviewed by the Finance Department of the City and unless such added expenditure is specifically approved in advance and in writing by the City.

- 1.4 PAYMENT OF COMPENSATION: City shall compensate Consultant in three equal installments of EIGHT THOUSAND FOUR HUNDRED FORTY DOLLARS (\$8,440.00). The first installment is due upon the commencement of Phase 1, the second installment will be invoiced following the completion of Step 1 of Phase 1. The final installment is due 30 days within following the completion of Phase 1. Within fifteen (15) business days of receipt of each invoice, City shall notify Consultant in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar days of receipt of each invoice, City shall pay all undisputed amounts included on the invoice. City shall not withhold applicable taxes or other authorized deductions from payments made to Consultant.

### 1.5 EXTRA WORK; COMPENSATION FOR EXTRA WORK:

- A. At any time during the term of this Agreement, City may request that Consultant perform Extra Work. For the purposes of this Agreement, the term "Extra Work" means any

additional work, services or tasks not set forth in the Scope of Work but later determined by City to be necessary. Consultant shall not undertake nor shall Consultant be entitled to compensation for Extra Work without the prior written authorization of the City. Extra Work does not include any labor, materials, tools, supplies, equipment, services, tasks or incidental and customary work undertaken to competently perform and timely complete the Work and related tasks set forth in the Scope of Work.

B. Payments for any Extra Work shall be made to Consultant on a time-and-materials basis using Consultant's standard fee schedule. Consultant shall be entitled to increase the fees in this fee schedule at such time as it increases its fees for its clients generally.

1.6 **ACCOUNTING RECORDS:** Consultant shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. City shall have the right to access and examine such records, without charge, during normal business hours. City shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

1.7 **ABANDONMENT BY CONSULTANT:** In the event Consultant ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Work, Consultant shall deliver to City immediately and without delay, all materials, records and other work product prepared or obtained by Consultant in the performance of this Agreement. Furthermore, Consultant shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which City may incur as a result of Consultant's cessation or abandonment.

## II PERFORMANCE OF AGREEMENT

2.1 **CITY'S REPRESENTATIVES:** The City hereby designates Henry Garcia, Interim City Manager (hereinafter, the "City Representative") to act as its representative for the performance of this Agreement. The City Representative or his designee shall act on behalf of the City for all purposes under this Agreement. Consultant shall not accept directions or orders from any person other than the City Representative or his designee.

2.2 **CONSULTANT'S REPRESENTATIVE:** Consultant hereby designates David Rendeiro to act as its representative for the performance of this Agreement (hereinafter, "Consultant's Representative"). Consultant's Representative shall have full authority to represent and act on behalf of Consultant for all purposes under this Agreement. Consultant's Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the Consultant's Representative shall constitute notice to Consultant.

2.3 **COORDINATION OF SERVICE; CONFORMANCE WITH REQUIREMENTS:** Consultant agrees to work closely with City staff in the performance of the Work and this Agreement and shall be available to City staff and the City Representatives at all reasonable times. All work prepared by Consultant shall be subject to inspection and approval by City Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: Consultant represents, acknowledges and agrees to the following:

- A. Consultant shall perform all work skillfully, competently and to the highest standards applicable to the Consultant's profession;
- B. Consultant shall perform all work in a manner reasonably satisfactory to the City;
- C. Consultant shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code section 1090 and the Political Reform Act (Government Code section 81000 *et seq.*);
- D. Consultant understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of Consultant's employees and agents (including but not limited to Consultant's subcontractors and subconsultants) possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by Consultant; and
- F. All of Consultant's employees and agents (including but not limited to Consultant's subcontractors and subconsultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement.

The Parties acknowledge and agree that Consultant shall perform, at Consultant's own cost and expense and without any reimbursement from City, any services necessary to correct any errors or omissions caused by Consultant's failure to comply with the standard of care set forth under this Section or by any like failure on the part of Consultant's employees, agents, contractors, subcontractors and subconsultants. Such effort by Consultant to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendar days from the date of discovery or such other extended period of time authorized by the City Representatives in writing and at their absolute discretion. The Parties acknowledge and agree that City's acceptance of any work performed by Consultant or on Consultant's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that City has relied upon the foregoing representations of Consultant, including but not limited to the representation that Consultant possesses the skills, training, knowledge and experience necessary to perform the Work in a skillful and competent manner equivalent to, the standard of performance generally recognized as being employed by professionals performing the same type of work and services in the State of California.

2.5 ASSIGNMENT: The skills, training, knowledge and experience of Consultant are material to City's willingness to enter into this Agreement. Accordingly, City has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by Consultant or on behalf of Consultant in the performance of this Agreement. In recognition of this interest, Consultant agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of Consultant's duties or obligations under this Agreement without the prior written consent of the City. In the absence of City's prior written consent, any attempted assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.

- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES:** The Work shall be performed by Consultant or under Consultant's strict supervision. Consultant will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. City retains Consultant on an independent contractor basis and not as an employee. Consultant reserves the right to perform similar or different services for others during the term of this Agreement, provided such work does not unduly interfere with Consultant's competent performance under this Agreement or result in the unauthorized disclosure of City's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of Consultant are not employees of City and shall at all times be under Consultant's exclusive direction and control. Consultant shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. Consultant shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEE OR AGENTS:** If any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants are determined by the City Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to Consultant, a threat to persons or property, or if any of Consultant's officers, employees, agents, contractors, subcontractors or subconsultants fail or refuse to perform the work in a manner acceptable to the City, such officer, employee, agent, contractor, subcontractor or subconsultant shall be promptly removed by Consultant and shall not be re-assigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** Consultant shall keep itself fully informed of and in compliance with all applicable laws, statutes, codes, rules, regulations and ordinances of the federal government of the United States of America, the State of California, the County of Los Angeles, and any other local governmental entity to the extent such laws, statutes, codes, rules, regulations or ordinances govern or affect the performance of the Work.
- 2.9 **SAFETY:** Consultant shall perform its Work so as to avoid injury or damage to any person or property. In performing the Work, Consultant shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the Work and the conditions under which any Work is to be performed.
- 2.10. **NON-DISCRIMINATION:** In the performance of this Agreement, Consultant shall not discriminate against any employee, subcontractor, subconsultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition.
- 2.11. **INDEPENDENT CONTRACTOR:** The Parties acknowledge, understand and agree that Consultant and all persons retained or employed by Consultant are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of City. Consultant shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and subconsultants. Consultant and all persons retained or employed by Consultant shall have no authority, express or implied, to bind City in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, City, whether by contract or otherwise, unless such authority is expressly conferred to Consultant under this Agreement or is otherwise expressly conferred by City in writing.

III.  
INSURANCE

- 3.1 **DUTY TO PROCURE AND MAINTAIN INSURANCE:** As more specifically set forth below under this Article, Consultant agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under this Article) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Consultant's performance of this Agreement. Consultant shall also procure and maintain such other types of insurance as may be required under this Article, below. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant has provided evidence satisfactory to City that it has procured all insurance required under this Article III (Insurance).
- 3.2 **REQUIRED COVERAGES:** Consultant agrees that it shall procure and maintain the following insurance coverage, at its own expense, for the duration for this Agreement or any extended period set forth herein:
- A. **Commercial General Liability Insurance:** Consultant shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001). Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability. The general aggregate limit of the CGL Coverage shall either apply separately to the work and services to be performed under this Agreement, or the general aggregate limit shall be twice the required occurrence limit.
  - B. **Automobile Liability Insurance:** Consultant shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
  - C. **Workers' Compensation Insurance/ Employer's Liability Insurance:** Consultant shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against City and City's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy. Workers' Compensation insurance shall also provide or be endorsed to provide: There will be no cancellation, suspension, reduction or voiding of coverage without thirty (30) calendar days prior written notice by certified mail, return receipt requested, to City. If any reduction of coverage occurs, Consultant shall furnish City with information regarding such reduction at Consultant's earliest possible opportunity and in no case later than five (5) calendar days after Consultant is notified of the change in coverage. Any failure to comply with reporting or other provisions of the policy, including breaches of warrants, shall not affect the coverage provided to City and City's elected or appointed officials, officers, employees, agents or volunteers.

- D. **Professional Liability Insurance:** For the full term of this Agreement and for a period of three (3) years thereafter, Consultant shall procure and maintain Errors and Omissions Liability Insurance appropriate to Consultant's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 3.3 **ADDITIONAL INSURED REQUIREMENTS:** The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the City and City's elected and appointed officials, officers, employees, agents and volunteers as additional insureds. As to the CGL Coverage, the additional insured endorsement shall be made using Insurance Service Office form CG20 10 1185, CG 20 10 10 01 or CG 37 10 01.
- 3.4 **REQUIRED CARRIER RATING:** All varieties of insurance required under this Agreement shall be procured from insurers licensed in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers, who according to the latest edition of the Best's Insurance Guide have an A.M. Best's rating of no less than A:VII. City may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide.
- 3.5 **PRIMACY OF CONSULTANT'S INSURANCE:** All policies of insurance provided by Consultant shall be primary to any coverage available to the City, the City's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by the City or City's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of Consultant's insurance and shall not contribute with it.
- 3.6 **WAIVER OF SUBROGATION:** All insurance coverage provided pursuant to this Agreement shall not prohibit Consultant or Consultant's officers, employees, agents, subcontractors or subconsultants from waiving the right of subrogation prior to a loss. Consultant hereby waives all rights of subrogation against City.
- 3.7 **VERIFICATION OF COVERAGE:** Consultant acknowledges, understands and agrees that City's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding the City's financial well-being. Accordingly, Consultant warrants, represents and agrees that it shall furnish City with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to City in its sole and absolute discretion. **The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested.** All certificates of insurance and endorsements shall be received and approved by City as a condition precedent to Consultant's commencement of any work or any of the Work. Upon City's written request, Consultant shall also provide City with certified copies of all required insurance policies as a condition precedent to the commencement of any work or any of the Work. City shall not, and shall be under no obligation to, issue a Notice to Proceed until Consultant fully complies with this Section. The requirements of this Section cannot be waived and any attempted waiver shall be void, invalid and non-binding upon City.
- 3.8 **FAILURE TO ADHERE TO INSURANCE PROVISIONS:** In addition to any other remedies City may have under this Agreement or at law or in equity, if Consultant fails to comply with any of the requirements set forth in this Article, City may, but shall not be obligated to: (a) Order Consultant to stop any and all work under this Agreement or withhold any payment, which becomes due to Consultant hereunder, or both stop work and withhold any payment, until Consultant demonstrates compliance with the requirements hereof; or (b) terminate this Agreement. City's exercise of any of the foregoing remedies, shall be in addition to any other remedies City may

have and is not the exclusive remedy for Consultant's failure to comply with the insurance requirements set forth under this Article.

- 3.9 SUBCONTRACTORS INSURANCE COVERAGE: Consultant shall include all persons and entities performing work on its behalf as insureds (including all contractors, subcontractors and subconsultants) or, in the alternative, shall furnish separate certificates of insurance and endorsements for each such persons or entities evidencing their independent procurement of insurance. All coverages for such persons or entities shall be identical to the requirements imposed upon Consultant under this Article.
- 3.10 NO LIMITATION ON LIABILITY: Consultant's procurement of insurance shall not be construed as a limitation of Consultant's liability or as full performance of Consultant's indemnification duties set forth under Article V of this Agreement.

#### IV. INDEMNIFICATION

- 4.1 The Parties agree that City and City's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "City Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the City Indemnitees with the fullest protection possible under the law. Consultant acknowledges that City would not enter into this Agreement in the absence of Consultant's commitment to indemnify, defend and protect the City as set forth herein.
- 4.2 To the fullest extent permitted by law, Consultant shall indemnify, hold harmless and defend City Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with Consultant's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the City.
- 4.3 City shall have the right to offset against the amount of any compensation due Consultant under this Agreement any amount due City from Consultant as a result of Consultant's failure to pay City promptly any indemnification arising under this Article and related to Consultant's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of Consultant under this Article will not be limited by the provisions of any workers' compensation act or similar act. Consultant expressly waives its statutory immunity under such statutes or laws as to City and City's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 Consultant agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Consultant in the performance of this Agreement. In the event Consultant fails to obtain such indemnity obligations from others as required herein, Consultant agrees to be fully responsible and indemnify, hold harmless and defend City and City's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of Consultant's subcontractors or any other person or entity

involved by, for, with or on behalf of Consultant in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of City's choice.

- 4.6 City does not, and shall not, waive any rights that it may possess against Consultant because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the City may have at law or in equity.

## V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: City may, by written notice to Consultant, terminate this Agreement at any time for convenience and without cause by giving written notice to Consultant of such termination, and specifying the effective date thereof, at least fifteen (15) calendar days before the effective date of such termination. Upon termination, Consultant shall be compensated only for the Work which has been adequately rendered to City and Consultant shall be entitled to no further compensation. Consultant may not terminate this Agreement except for breach of this Agreement. If this Agreement is terminated as provided herein, City may require Consultant to provide all finished or unfinished Documents and Data, as defined in Section 7.1 below, and other information of any kind prepared by Consultant in connection with the performance of the Work. Consultant shall be required to provide such documents and other information within fifteen (15) calendar days of the request. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, Work similar to that terminated.
- 5.2 DEFAULT, BREACH AND TERMINATION IN THE EVENT OF BREACH: In the event either Party fails to perform, or adhere to, any applicable duty, obligation or standard of conduct set forth under this Agreement (or fails to perform or adhere to any such duty, obligation or standard of conduct at the time, place or manner set forth in this Agreement), an event of default (hereinafter, "Event of Default") shall have occurred. Except as otherwise provided in this Agreement, if an Event of Default remains uncured by the defaulting Party for a period in excess of fourteen (14) calendar days from the date upon which the non-defaulting Party issues notice of default (hereinafter, a "Default Notice") to the defaulting Party, then the default shall constitute a breach of this Agreement. If a Party is in breach of this Agreement, the non-breaching Party may pursue any and all remedies available to it at law or in equity. If Consultant is in breach (whether or not such breach is caused by Consultant or Consultant's officials, officers, employees, agents, contractors, subcontractors or subconsultants), City may, in its sole and absolute discretion (and without obligation), terminate this Agreement upon the issuance of five (5) calendar days' prior written notice of termination on the grounds of breach (a "Breach-Termination Notice"). City's ability to terminate this Agreement as provided in this Section shall be in addition to any other remedies City may have at law or in equity in the event of breach and shall not be in lieu of such other remedies.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

- 5.4 **SURVIVING ARTICLES, SECTIONS AND PROVISIONS:** The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.  
**MISCELLANEOUS PROVISIONS**

- 6.1 **DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY:** All Documents and Data shall be and remain the property of City without restriction or limitation upon their use or dissemination by City. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of Consultant in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to City, a perpetual license for City to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. Consultant shall require all subcontractors and subconsultants working on behalf of Consultant in the performance of this Agreement to agree in writing that City shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any subcontractor or subconsultant as applies to Documents and Data prepared by Consultant in the performance of this Agreement.
- 6.2 **CONFIDENTIALITY:** All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input recorded data, written information, and other like information either created by or provided to Consultant in connection with the performance of this Agreement shall be held confidentially by Consultant. Such materials shall not, without the prior written consent of City, be used by Consultant for any purposes other than the performance of the Work, nor shall such materials be disclosed to any person or entity not connected with the performance of the Work. Nothing furnished to Consultant which is otherwise known to Consultant or is generally known, or has become known, to the related industry shall be deemed confidential. Consultant shall not use City's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.
- 6.3 **NOTICES:** All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

**CONSULTANT:**  
Keenan & Associates  
2355 Crenshaw Blvd., Suite 200  
Torrance, CA 90501  
Tel: (310) 212-0363 x 3258  
Fax: (310) 212-3381

**CITY:**  
City of Cudahy  
Attn: Henry Garcia  
5220 Santa Ana Street  
Cudahy, California 90201  
Tel: (323) 773-5143, ext. 240  
Fax: (323) 771-2072

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after

deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.4 **COOPERATION; FURTHER ACTS:** The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as are reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.5 **SUBCONTRACTING:** Consultant shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of City. Subcontracts (including without limitation subcontracts with subconsultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.6 **CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS:** City reserves the right to employ other consultants in connection with the various projects worked upon by Consultant.
- 6.7 **PROHIBITED INTERESTS:** Consultant warrants, represents and maintains that it has not employed nor retained any company or person, other than a *bona fide* employee working solely for Consultant, to solicit or secure this Agreement. Further, Consultant warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a *bona fide* employee working solely for Consultant, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.8 **TIME IS OF THE ESSENCE:** Time is of the essence for each and every provision of this Agreement.
- 6.9 **FORCE MAJEURE:** Any prevention, delay, nonperformance or stoppage due to any of the following causes shall excuse nonperformance for a period equal to such obligations imposed by this Agreement. The causes referred to above are strikes, walkouts, labor disputes, failure of power, irresistible superhuman cause, acts of public enemies of the State or United States, riots, insurrections, civil commotion, inability to obtain labor or material or reasonable substitutes for either, governmental restrictions or regulations or controls (except those reasonably foreseeable in connection with the uses contemplated by this Agreement), casualties not contemplated by insurance provisions of this agreement, or other causes beyond the reasonable control of the party obligated to perform.
- 6.10 **GOVERNING LAW AND VENUE:** This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Los Angeles County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central City of California located in the City of Los Angeles, California.
- 6.11 **ATTORNEY'S FEES:** If either Party commences an action against the other Party, whether legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

- 6.12 **SUCCESSORS AND ASSIGNS:** This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 **NO THIRD PARTY BENEFIT:** There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 **CONSTRUCTION OF AGREEMENT:** This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 **SEVERABILITY:** If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 **AMENDMENT; MODIFICATION:** No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to City approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 **CAPTIONS:** The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 **INCONSISTENCIES OR CONFLICTS:** In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 **ENTIRE AGREEMENT:** This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between City and Consultant prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this Agreement shall be valid and binding unless in writing and duly executed by the Parties pursuant to Section 6.16, above.
- 6.20 **COUNTERPARTS:** This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Consultant and the remaining two counterparts shall be retained by City. No handwritten or typewritten amendment, modification or supplement to any one counterpart shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above.

**[SIGNATURE PAGE TO FOLLOW]**

**AS OF THE DATE FIRST WRITTEN ABOVE**, the Parties evidence their agreement to the terms of this Agreement by signing below:

**CITY:  
Cudahy,  
a municipal corporation**

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Henry Garcia, Interim City Manager

By: \_\_\_\_\_  
Rick R. Olivarez

**CONSULTANT:  
KEENAN & ASSOCIATES**

By: \_\_\_\_\_

Print: \_\_\_\_\_

Title: \_\_\_\_\_

DRAFT

**EXHIBIT "A"**  
**[SCOPE OF WORK]**  
**(See the attached)**

DRAFT

**EXHIBIT "A"**  
**[SCOPE OF WORK]**

**City of Cudahy – Risk Management Program Evaluation Services**

Keenan shall provide the following consulting services ("Services"):

- Review Client's current insurance coverage(s) and appropriateness of limits
- Compare cost of coverage to similar agencies in the region and State
- Evaluate safety and loss control (claim prevention) programs and their effectiveness
- Provide information regarding alternatives and suggestions for improvement
- Promote predictability and stability in Client operations from a risk management perspective
- Assist Client in developing a sustainable risk management culture

Keenan's Services will be divided into two phases as listed below.

**Phase I**

**1. Identification of Risk** - is the identification of potential loss sources through an evaluation of risk exposures. Examples of such exposures associated with operational activities include, but are not limited to: practices, procedures, new projects, contractual relationships and unfavorable events that could occur by negligence, oversight or accident. The identification of such exposures are conducted through:

- A thorough review that examines every aspect of current and future Client operations as well as administrative activities. For example, a review of policies, procedures, practices, project plans and contracts will be examined in this review
- Inspection of operational areas, their inputs and outputs

**Evaluation of Risk** Identified risk exposures will be further evaluated to establish probability and severity of their occurrence. This evaluation will incorporate an analysis of the Client's losses, insured and uninsured; examine current risk trends and their affect Client exposures as well as future operations that may increase risk exposure.

**2. Coverage Analysis & Techniques to Manage Risks** - After determination and evaluation of risks, various risk management techniques or combination of techniques will be suggested. These techniques will include risk transfer by the purchase of insurance/pooling participation, risk avoidance, loss prevention and loss reduction. Client shall evaluate Keenan's suggestions determine which of the techniques suggested will be implemented.

This segment will:

- Analyze insurance coverages and identify coverage gaps
- Examine current techniques in place and their effectiveness

- Recommend the enhancement of current techniques or development of new techniques. Our experience indicates for most exposures a combination of techniques are commonly applied
- Suggest insurance coverage options to properly address risk financing and improve cash flow

Conducted by Keenan Consultant and Marketing Specialist

Deliverable is a report which recommends enhancement of current techniques/development of new techniques and insurance coverage options. With consideration of the enterprise risk management objective, recommended techniques will be designed to align functions of various Client departments, ensuring a holistic approach to implementation can be achieved.

Phase I, including the delivery of Keenan's written report, will be completed no later than August 31, 2014.

### **Phase II**

Phase II will be implemented at Client's direction following Client's acceptance of Keenan's report. The timing of deliverables for Phase II will be as agreed to by the Parties.

**1. Program Marketing** – This phase may, at the Client's election, involve a comprehensive marketing of one or more lines of coverage to explore the possibility of program alternatives from a coverage and/or cost perspective. At the Client's direction, Keenan & Associates will market the insurance programs to A rated insurers and interested JPA's currently doing business in the State.

Keenan will provide to Client:

A document outlining full transparency of all program costs, and the maximum ultimate program cost information for the policy period beginning July 1, 2015. Keenan will work with the Client to understand its options relative to the *exit costs* of the CJPIA.

**2. Implementation of Risk Management Techniques** – Keenan will assist Client in the implementation of the risk management techniques/programs selected by Client as most appropriate for its environment, and will assist with the development of written programs and plans to address loss prevention and reduction; and practices for the contractual transfer of risk.

Conducted by Keenan Consultant and Account Manager

Deliverable is a recommended implementation activities report with an implementation timetable and/or comprehensive marketing of coverages with agreed upon marketing deadline.

**3. Monitor and Evaluate Results** – One year following implementation of the risk management techniques/programs selected by Client. Keenan will review the effectiveness and efficiency of the techniques and programs will be assessed to determine their appropriateness and whether any changes and/or modifications are indicated. Keenan will prepare annual written report of its findings. Effectiveness will be determined by an examination and comparison of claims data prior to and following implementation of the risk management initiatives and a review of other safety and risk performance indicators.

Conducted by Keenan Consultant and Account Manager

Deliverable is a report that includes assessment of:

- Technique effectiveness and efficiency through pre and post claims review
- Program implementation review
- Recommendation for modifications, as necessary

DRAFT

**Insurance Program  
Alternatives and Broker**



**Presentation by**

**Keenan**  
Associates



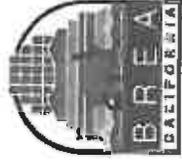
## **Keenan & Associates Overview**

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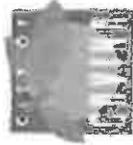
- Largest privately-held insurance services firm in California and 18<sup>th</sup> largest nationally
- 40 years of experience specializing in California Public Agencies
- Over \$130 million of revenue, 90% public sector based
- Serving more than 950 public agencies in California
- More than 650+ associates located in 10 offices throughout California
- Public agency market leadership
- Complete and comprehensive array of Property & Casualty and Employee Benefits broker-consultant services

# Public Sector Experience

## Representative Clients



PASADENA





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# Property, Liability & Workers' Compensation

*Experience...Process...Results*  
The Keenan Integrated Solution



**Keenan Experience**  
**Operational Outreach**

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**2012 Revenues**

\$145+ Million

**Premium Representation**

Workers' Compensation  
Annuities  
Property and Liability

\$200 Million

Over \$100 Million

\$60 Billion Total Insured Values

**Program Participation**

Workers' Compensation  
Loss Control/Risk Management  
Wrap-Up (OCIP) Insurance  
Property/Liability Pools  
SETECH Financial Mgt.

Over 500 Agencies / \$12 Billion Payroll

Over 3 Million Employees

\$3 Billion in construction values

Over 2.5+ Million ADA/FTES

\$500 Million of custodial funds

## INSURANCE VS. SELF FUNDED POOLS

### INSURANCE

- Insurance is risk transfer.
- You pay a guaranteed, fixed premium for full transfer of risk to another party. No matter how many claims you have, you do not pay any more premium for the policy term.

### SELF FUNDED POOLS

- Pooling is risk sharing, a form of risk bearing.
- You may pay an assessment or estimate of your share of the pool's expenses. If your losses or the losses of others exceeds the estimates, then you may be assessed for any additional amounts.

## INSURANCE VS. SELF FUNDED POOLS

### INSURANCE

- You are not obligated for anything other than your quoted premium and adherence to policy conditions. If the insurance company loses money, that's their problem, and their stockholders lose money.

### SELF FUNDED POOLS

- You are jointly liable for all claim losses, even if you did nothing to contribute to the losses. If the pool loses money, that's your problem, and your local taxpayers lose money.

## INSURANCE VS. SELF FUNDED POOLS

### INSURANCE

- You are transferring the risk by purchasing an insurance policy, thereby protecting the taxpayers' money.

### SELF FUNDED POOLS

- You may be entering into a long-term, speculative venture, using taxpayers' money as investment capital.

## INSURANCE VS. SELF FUNDED POOLS

### INSURANCE

- Insurance companies are subject to receiving independent financial ratings from rating agencies and are subject to regulatory scrutiny of state insurance departments.

### SELF FUNDED POOLS

Pools typically are not overseen by state insurance departments nor do they receive independent financial ratings.

## Keenan's Marketing Approach

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- Develop City of Cudahy's goals and objectives for insurance program
- Determine projected cost of risk
  - Actuarial analysis
  - Investment management analysis
  - Catastrophic modeling
- Collaborate: Who's best suited to assume the risk?
  - Predictable frequency = City of Cudahy retains
  - Unknown CAT layers = Insurance or Reinsurance
- Risk profile analysis
  - Front-end investment allows us to optimally position City of Cudahy's program to the market
- We know the answers before setting-out to achieve them

## Keenan Total Risk Approach Value Added Services

Coverage analysis – All lines	Included	Annually
Certificate issuance & management	Included	On demand
Safety program analysis	Included	First 90 days
Claim reporting & oversight	Included	On demand
Online access to policy, certificate & online safety training	Included	Immediate
Insurance compliance contract review	Included	On demand
Loss control & onsite safety training	Additional fee as per schedule	As requested
Ergonomics assessment & training	Additional fee as per schedule	As requested

# Integrated Loss Control / Safety

## *Our Focused Analysis, Your Risk Reduction*

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### Prevention Programs

- Focused Trend Analysis with Risk Improvement Action Plan
- Written Safety Program Consultation and Supervisor/Manager Training
- Department Product Purchasing Guides

### Specific Occupational/Department Training Programs

- Public Works
  - Aerial lift, ergonomics, traffic flagger, heat illness, hazard communication
- Parks and Recreation
  - Blood-borne Pathogens, hearing conservation, ergonomics

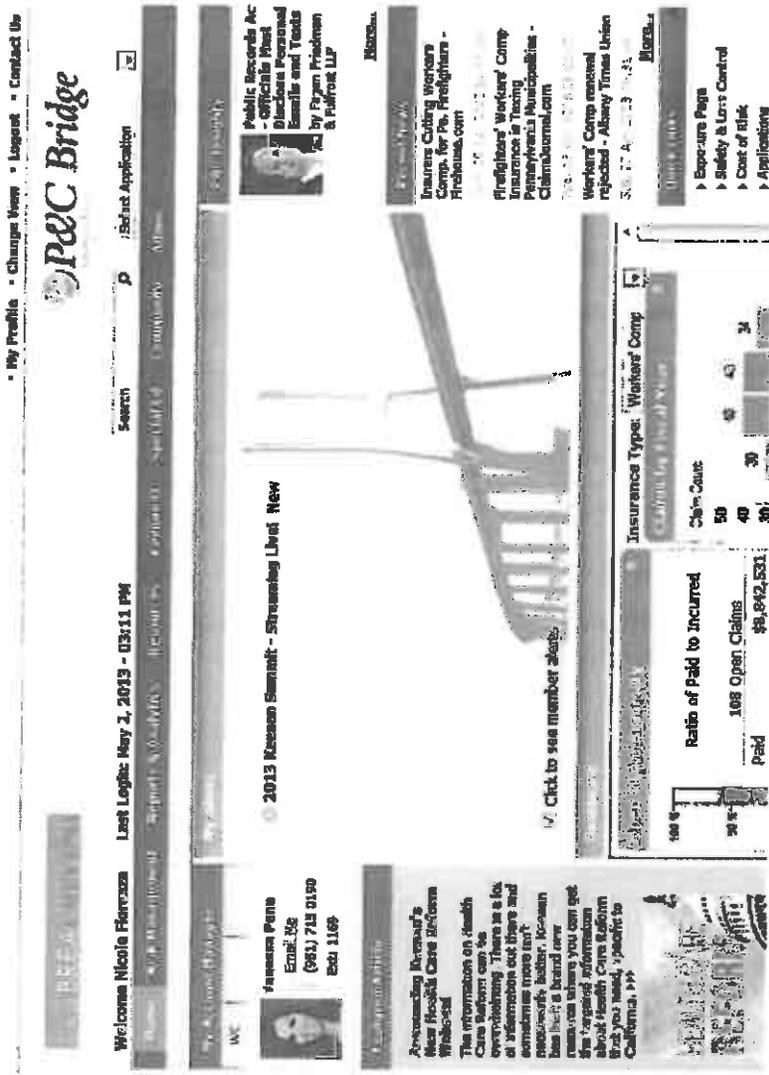


# Keenan's Integrated Solution: Technology

- Proprietary, Property & Casualty technology portal
- Web-based portal bridging compliance, training, communication, and risk management in one secure platform

“P&C Bridge is one of the bright spots in an otherwise dismal year. This has saved the district money and employees said training was convenient and informative.”

Kurt Banks, Director of Risk Management



Cost of Risk  
 Cost of Risk Calculator

Cost of risk can  
 be calculated  
 across all  
 coverage lines



	2007-08	2006-07	2005-06
	Actual Amount(\$)	Actual Amount(\$)	Actual Amount(\$)
<b>COST OF RISK</b>			
TOTAL COST OF RISK	125,000	130,000	130,000
ADA	3,463	3,350	3,483
COST OF RISK / ADA	824.56	906.87	825.54
<b>COST OF RISK CALCULATOR</b>			
Property & Liability			
Contribution	660,484	500,000	660,484
Retained Losses	65,000	43,000	342,000
Premium for Additional Coverage	15,200	16,043	26,550
Equipment Breakdown	5,000	4,020	12,500
Crime	5,200	4,300	2,600
EDP	4,900	2,100	4,290
Excess Lines	3,100	6,200	7,200
62 Add new Link			
Worker Compensation			
Contribution	660,484	500,000	660,484
Retained Losses	12,000	17,000	11,200
Contracts			
P&L Claims Administration	660,484	500,000	660,484
WC Claims Administration	65,000	43,000	342,000
Keenan Safety Contracts	65,000	43,000	342,000
Other Vendor Costs	65,000	43,000	342,000
Other Internal Administrative Overhead	125,000	130,000	130,000

## Proven Results

### City of Palm Springs

- Reduced WC SIR from \$2M to \$1M
- Reduced WC premiums 73% (year 1) and 17% (year 2)
- Reduced P&L premiums 11%
- Significantly enhanced coverages
- Total Savings > \$275,000



### LA Law Library

- First renewal premium reduction of \$115,201 or 24.3%
- Added crime cover at \$1M limit at no additional cost
- Increased limits of general and employee benefits liability



LAW LIBRARY

## Proven Results



### City of Upland

- Reduced WC SIR through unique “buffer layer” approach
- Reduced WC premiums 6% despite 847,320 increase in payroll
- Reduced General Liability premiums 8%
- Significantly enhanced coverages
- Assisted City with strategy for reduction of workers’ compensation claim costs



## Summary

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- Keenan's innovative insurance, risk management, claims administration, employee benefits and financial services solutions are tailored exclusively for the public sector
- Keenan understands the unique needs of the public sector including the intricacies of Cities and Public Safety
- Keenan works with more than 950 public agencies in California
- Keenan is committed to excellence through outstanding service by local, dedicated service teams



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# AGENDA REPORT

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MEETING DATE: June 3, 2014

TO: Honorable Mayor and Members of the City Council

THROUGH: City Manager's Office

FROM: Acting City Manager

TITLE: **CONSIDERATION TO APPROVE AGREEMENT BETWEEN THE CITY OF CUDAHY AND CITY CLERK MANAGEMENT SERVICES, INC. FOR INTERIM DEPUTY CITY CLERK SERVICES**

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## RECOMMENDATION

It is recommended that the City Council approve the agreement between the City of Cudahy and City Clerk Management Services, Inc. (CCMS) for Interim Deputy City Clerk Services. (Draft agreement prepared by City Attorney attached **Exhibit A**)

## SUMMARY

In light of the recent vacancy of the Interim City Clerk position, CCMS has provided city clerk services to the City of Cudahy. The City intends to solicit for this position. A timeline to conduct a City Clerk search has not been determined.

## BACKGROUND/DISCUSSION

In the interim, a consultant has been brought in to perform Interim Deputy City Clerk services in support of the City Clerk's Office and the City Council/Successor Agency/Cudahy Housing Authority (any legislative body for which the same 5 people serve) and interim services in support of the Oversight Board which includes the preparation of minutes and agendas. Additionally, services for production of minutes backlogged for the meetings prior to Consultant start date will also be provided for an additional rate as detailed in the fiscal impact section of this report.

## FISCAL IMPACT

- The consultant fee is \$75 per hour to perform Interim Deputy City Clerk services to City Council/Successor Agency/Cudahy Housing Authority (any legislative body for which the same 5 people serve) and interim services in support of the Oversight Board.
- Services for production of minutes backlogged for the meetings prior to Consultant start date will be billed at \$125 per meeting hour, rounded up to the nearest quarter hour.

2014  
**AGREEMENT FOR TEMPORARY PROFESSIONAL PROJECT MANAGEMENT SERVICES**

**(Parties: City Clerk Management Services, Inc. and the City of Cudahy)**

THIS 2014 AGREEMENT FOR TEMPORARY PROFESSIONAL PROJECT MANAGEMENT SERVICES ("Agreement") by and between the CITY OF CUDAHY, a municipal corporation and general law city ("CITY") and City Clerk Management Services, Inc. (hereinafter, "Staffing Firm") is made and entered into the last date of signature below, but shall not take effect until signed by all of the parties to this Agreement as indicated on the signature page below. For the purposes of this Agreement, CITY and Staffing Firm may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to City or Staffing Firm interchangeably.

**RECITALS**

WHEREAS, City, pursuant to California Government Code sections 37103 and 53060, is authorized and empowered to contract with any person for the furnishing of services and advice in finance, economic, accounting or administrative matters if such persons are specially trained and experienced and competent to perform such special services required; and

WHEREAS, the CITY wishes to engage the Staffing Firm for the purposes of retaining a person to perform the duties and functions as mentioned in the attached Scope of Work for the CITY on an interim basis; and

WHEREAS, CITY's in-house personnel are presently unable to perform the specialized services and tasks contemplated under this Agreement; and

WHEREAS, Staffing Firm has proposed and CITY has agreed to appoint Carrie Gallagher and Maria Shafer ("Assigned Employees") who possess the specialized training, skill, expertise and experience required to perform the services contemplated under this Agreement; and

WHEREAS, CITY and Staffing Firm wish to enter into the Agreement in order to set forth the rights and obligations of the PARTIES.

NOW, THEREFORE, in consideration of the mutual promises contained herein, and based upon the recitals set forth above, CITY and Staffing Firm agree as follows:

**ARTICLE 1. SCOPE OF WORK**

1.1 SCOPE OF WORK: Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, Staffing Firm/Assigned Employees agree to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Work"). Staffing Firm/Assigned Employees further agree to furnish to CITY all labor, services, tasks and incidental and customary work necessary to competently perform and timely complete

the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." Neither Staffing Firm nor anyone acting on Staffing Firm's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

**ARTICLE 2. INDEPENDENT CONTRACTOR STATUS; TERMINATION FOR CONVENIENCE**

2.1 INDEPENDENT CONTRACTOR STATUS. The Parties acknowledge, understand and agree that Assigned Employees are, and shall at all times remain, wholly independent contractors and shall not be considered employees of the CITY. Given the temporary and interim nature of this engagement, it is the desire and intent of the Parties that each Assigned Employee shall be an "independent contractor" who is not also an employee within the meaning of Government Code section 20300(b), and by such status is excluded from compulsory enrollment in the California Public Employees' Retirement System established under the Public Employees' Retirement Law ("PERL") (Government Code section 20000 et seq.).

**ARTICLE 3. TERM OF AGREEMENT**

3.1 The term of this Agreement ("Term") shall be deemed to have commenced on DATE and thereafter shall renew automatically on a month-to-month basis unless the City Council declines to extend the engagement. Nothing in the foregoing sentence shall operate to prohibit or otherwise restrict the CITY's ability to terminate this Agreement prior to the expiration of the initial Term or any extension term as provided under Articles 11 and 12 of this Agreement below.

**ARTICLE 4. PERFORMANCE SCHEDULE**

4.1 ATTENDANCE AND MEETINGS, CONFERENCES AND SPECIAL FUNCTIONS. Section 4.1 notwithstanding, Assigned Employees, as directed by the City staff, shall also be available to attend public meetings, business meetings, conferences and functions that may be scheduled outside of normal CITY business hours, including but not limited to all regular, special, adjourned and/or emergency meetings of the Cudahy City Council. For each meeting Assigned Employees are required attend, their time shall be billed and compensated at the hourly rate set forth in this Agreement.

4.2 RESTRICTION ON HOURS WORKED: The Term of this Agreement and the provisions of Section 4.1 notwithstanding, in no event may any Assigned Employee's total hours worked under this Agreement exceed more than 1,000 hours during any single fiscal year. Each Assigned Employee shall maintain a log of Assigned Employee's daily work hours (including start time and departure time) to monitor compliance with this provision. Staffing Firm shall have no obligation to continue performance once the 1,000 hour limitation has been attained. Furthermore, CITY shall have the responsibility to monitor fees charged in relation to the not-to-exceed amount. CITY shall be responsible for all charges for services in the event CITY fails to notify Staffing Firm of termination of the assignment or fails to increase the not-to-exceed amount. For purposes of this Agreement, the term "fiscal year" shall mean the period of time

the services and tasks set forth in the Scope of Work. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Work shall hereinafter be referred to generally by the capitalized term "Work." Neither Staffing Firm nor anyone acting on Staffing Firm's behalf shall commence with the performance of the Work or any other related tasks until CITY issues a written notice to proceed (hereinafter, the "Notice to Proceed").

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4.2 RESTRICTION ON HOURS WORKED: The Term of this Agreement and the provisions of Section 4.1 notwithstanding, in no event may any Assigned Employee's total hours worked under this Agreement exceed more than 1,000 hours during any single fiscal year. Each Assigned Employee shall maintain a log of Assigned Employee's daily work hours (including start time and departure time) to monitor compliance with this provision. Staffing Firm shall have no obligation to continue performance once the 1,000 hour limitation has been attained. Furthermore, CITY shall have the responsibility to monitor fees charged in relation to the not-to-exceed amount. CITY shall be responsible for all charges for services in the event CITY fails to notify Staffing Firm of termination of the assignment or fails to increase the not-to-exceed amount. For purposes of this Agreement, the term "fiscal year" shall mean the period of time

commencing from July 1<sup>st</sup> of a calendar year and ending on June 30<sup>th</sup> of the calendar year immediately following.

## **ARTICLE 5. COMPENSATION AND REIMBURSEMENT**

### **5.1 COMPENSATION.**

- A. Staffing Firm shall perform all of the various services and tasks that comprise the Work in accordance with Exhibit "A." Staffing Firm shall be paid for the number of hours each Assigned Employee provides in performance of the Work. Each Assigned Employee shall not exceed Forty (40) hours per a work week, unless authorized by the City Manager. Each Assigned Employee shall be billed out at an hourly rate of Seventy Five Dollars per hour (\$75.00/hour) (hereinafter "Hourly Rate").
- B. CITY shall pay Staffing Firm at the Hourly Rate in a bi-weekly format to run simultaneous to employee payroll as each Assigned Employee performs the various services and tasks that make up the Work. At the end of each pay period during the term of this Agreement, Staffing Firm shall submit to CITY a bi-monthly itemized statement indicating the work performed, costs incurred and hours of service rendered by Consultant and its various employees. The statement shall describe the specific tasks performed. CITY shall not withhold applicable taxes or other authorized deductions from payments made to Staffing Firm.

5.2 REIMBURSEMENT. CITY recognizes that Assigned Employees may incur certain expenses of a non-personal nature in the performance of Assigned Employees' duties under this Agreement. CITY agrees to reimburse or to pay for an amount not to exceed Three Hundred Dollars (\$300.00) per month for such business expense incurred by Assigned Employees in the performance of Assigned Employees' duties in accordance with CITY's expense reimbursement procedures, as the same may be updated and/or amended from time to time by the City Council.

## **ARTICLE 6. NO BENEFITS**

6.1 Except as otherwise provided under Article 5 of the Agreement, Assigned Employees shall not receive any benefits, incentives, compensation in lieu of benefits or any other form of compensation above the hourly compensation provided under Article 5, above. As Assigned Employees are billed out on an hourly basis, the Parties acknowledge, understand and agree that Assigned Employees need not be enrolled under CalPERS pursuant to Section 4 of that certain contract amendment entitled "Amendment to Contract between the Board of Administration of the Public Employees' Retirement System and the City Council of the City of Cudahy" approved by way of City Council Ordinance No. 2259 on March 28, 1989 (hereinafter, the "1989 Amendment"). The contract-based exclusion from enrollment set forth under the 1989 Amendment is authorized pursuant to Government Code section 20502.

6.2 Assigned Employees acknowledge, understand and agree that Assigned Employees are not regular employees of the CITY and are not entitled to receive any benefits generally available to employees of the CITY, including but not limited to medical insurance, dental insurance, sick leave, paid vacation, retirement benefits, unemployment benefits or otherwise

which accrue to employees of the CITY, and hereby expressly waive any right or claim to such benefits.

## **ARTICLE 7. INDEMNITY**

7.1 To the extent permitted by law, Staffing Firm will defend, and hold CITY and its directors, officers, agents, representatives, and employees (collectively "Indemnitees") harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by Staffing Firm's or Staffing Firm's officers', employees', or authorized agents' breach of this Agreement; its failure to discharge its material duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of Staffing Firm or Staffing Firm's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.2 To the extent permitted by law, CITY will defend, and hold Staffing Firm and its directors, officers, agents, representatives, and employees harmless from all claims, losses, and liabilities (including reasonable attorneys' fees) to the extent caused by CITY or CITY's officers', employees', or authorized agents' breach of this Agreement; its failure to discharge its duties and responsibilities as provided in this Agreement; or the negligence, gross negligence, or willful misconduct of CITY or CITY's officers, employees, or authorized agents in the discharge of those duties and responsibilities.

7.3 CITY shall have the right to offset against the amount of any compensation due Staffing Firm under this Agreement, any amount due CITY from Staffing Firm as a result of Staffing Firm's failure to pay CITY promptly any indemnification arising under this Article and related to Staffing Firm's failure to either (i) pay legally required taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

7.4 The obligations of Staffing Firm under this Article will not be limited by the provisions of any workers' compensation act or similar act. Staffing Firm expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

7.5 Staffing Firm agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every subcontractor or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. In the event Staffing Firm fails to obtain such indemnity obligations from others as required herein, Staffing Firm agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any reckless, negligent, or otherwise wrongful acts, errors or omissions of Staffing Firm's subcontractors or any other person or entity involved by, for, with or on behalf of Staffing Firm in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

7.6 CITY does not, and shall not, waive any rights that it may possess against Staffing Firm because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or

certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.

7.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity. Notwithstanding anything to the contrary in this Agreement, Staffing Firm shall have no obligation of indemnity or liability for any claims to the extent arising out of CITY's negligence or willful misconduct, or failure to comply with the requirements of this Agreement.

## **8. INSURANCE**

8.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Staffing Firm agrees that it shall procure and maintain for the term of this Agreement (and for such extended period of time as may be required under the Contract) insurance against claims for death or injuries to persons or damages to property that may arise from or in connection with Assigned Employees' performance of the various services, functions, duties and tasks set forth under the Agreement as described below. Throughout the term of the Agreement, the Staffing Firm shall procure and maintain the following policies of insurance:

- A. Workers' Compensation Insurance/Employer's Liability Insurance: Assigned Employees shall procure and maintain Workers' Compensation Insurance affording coverage at least as broad as that required by the State of California with Employer's Liability Insurance with minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. The Workers' Compensation insurer shall also agree to waive all rights of subrogation against CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers for losses paid under the terms of the insurance policy.
- B. Professional Liability Insurance: For the full term of this Agreement and for a period of two (2) years thereafter, Assigned Employees shall procure and maintain Errors and Omissions Liability Insurance appropriate to Assigned Employees' profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per claim and shall be endorsed to include contractual liability.

## **ARTICLE 9. BUSINESS RELATED EQUIPMENT**

Assigned Employees acknowledge, understand and agree that they will not receive, nor shall they be entitled to any type of personal mobile communication device for the performance of their duties under this Agreement such as a cell phone or an iPad.

## **ARTICLE 10. CITY DOCUMENTS AND CONFIDENTIALITY**

10.1 CITY DOCUMENTS. All data, studies, reports and other documents prepared by Assigned Employees while performing Assigned Employees' duties during the term of this

Agreement shall be furnished to and become the property of the CITY, without restriction or limitation on their use.

10.2 CONFIDENTIALITY. All ideas, memoranda, specifications, plans, procedures, drawings, descriptions, computer program data, input record data, written information, and other materials either created by or provided to Assigned Employees in connection with the performance of this Agreement shall be held confidential by Assigned Employees to the extent permitted by applicable law. Such materials shall not, without CITY's prior written consent, be used by Assigned Employees for any purposes other than the performance of Assigned Employees' duties.

## **ARTICLE 11. TERMINATION FOR CONVENIENCE**

11.1 TERMINATION FOR CONVENIENCE. Staffing Firm/Assigned Employees shall serve at the pleasure of the City Council. Staffing Firm/Assigned Employees' engagement with CITY may be terminated for convenience at any time by the City Council without cause upon the issuance of written notice specifying the effective date of such termination, which may provide that such termination shall take effect immediately upon the issuance of the notice.

11.2 NO PRE-TERMINATION HEARING. Staffing Firm/Assigned Employees shall not be entitled to any pre-termination hearing or other similar proceeding or appeal proceeding as a precondition to any decision or action by the City Council to terminate Staffing Firm/Assigned Employees' engagement.

11.3 NO PROPERTY INTEREST. It is understood and agreed by the Parties that Staffing Firm/Assigned Employees' engagement with the CITY is temporary in nature and that Staffing Firm/Assigned Employees shall have no expectation of ongoing or long-term employment with the CITY. Nothing in this Agreement shall confer upon Staffing Firm/Assigned Employees any right or property interest in employment with CITY.

11.4 NO SEVERANCE PAY. Assigned Employees expressly agree that they shall not be entitled to any severance pay as the result of the termination of this Agreement prior to the expiration of the Term or any extension term.

11.5 STAFFING FIRM TERMINATION. Staffing Firm may terminate this Agreement at any time without cause and for convenience, provided it provides the City Council with no less than fifteen (15) calendar days advance written notice prior to the effective date of termination. The City Council may shorten the effective date of any termination for convenience initiated by Staffing Firm in the City Councils' sole and absolute discretion.

## **ARTICLE 12. TERMINATION FOR CAUSE**

### **12.1 EVENTS OF DEFAULT; BREACH OF AGREEMENT**

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting

Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 10.1B and 10.1C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within fifteen (15) calendar days of the non-defaulting Party's issuance of a written notice of default (hereinafter, a "Notice of Default") to the defaulting Party.

- B. CITY, in its sole and absolute discretion, may also immediately suspend Staffing Firm/Assigned Employees' performance under this Agreement pending Staffing Firm/Assigned Employee' cure of any Event of Default by giving Staffing Firm/Assigned Employees written notice of CITY's intent to suspend Staffing Firm/Assigned Employees' performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, Staffing Firm/Assigned Employees shall be compensated only for those services rendered up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- C. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- D. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
  - i. Upon written notice to Staffing Firm/Assigned Employees, the CITY may immediately terminate this Agreement in whole or in part;
  - ii. Upon written notice to Staffing Firm/Assigned Employees, the CITY may extend the time of performance;
  - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for Staffing Firm/Assigned Employees' breach of the Agreement or to terminate the Agreement; or
  - iv. The CITY may exercise any other available and lawful right or remedy.

CITY may seek legal fees plus other costs and expenses that CITY incurs upon Staffing Firm/Assigned Employees' breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

- E. In the event CITY is in breach of this Agreement, Staffing Firm/Assigned Employees' sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to Staffing Firm/Assigned Employees under this Agreement for services rendered.

**ARTICLE 13. CONDITIONS OF CONSULTANT'S SERVICES**

13.1 CONFLICT-OF-INTEREST. CITY shall direct Staffing Firm/Assigned Employee to sign a separate writing stating the following obligations: Staffing Firm/Assigned Employees shall not, during the term of this Agreement, individually, as a partner, joint venture, officer or shareholder, invest or participate in any business venture conducting business within the corporate limits of CITY, except for stock ownership in any company whose capital stock is publicly held and regularly traded, without prior approval of the City Council. Staffing Firm/Assigned Employees further agree not to invest in any other real estate or property improvements within the corporate limits of CITY during the term of this Agreement without the prior consent of the City Council.

13.2 CONSULTANT VEHICLE. Staffing Firm/Assigned Employees shall provide for their transportation to and from the worksite.

**ARTICLE 14. GENERAL PROVISIONS**

14.1 NOTICES. All notices, requests, demands and other communications under this Agreement shall be in writing and shall be effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to CITY at the address below, and at the last known address maintained in CITY's contract file. Staffing Firm agrees to notify CITY, in writing, of any change in Staffing Firm's address during Assigned Employees' employment with CITY. Notice of change of address shall be effective only when accomplished in accordance with this Section.

**CITY's Notice Address:**

City of Cudahy  
Attn: Steven Dobrenen, Finance Director  
5220 Santa Ana Street  
Cudahy, California 90201

**Staffing Firm's Address:**

City Clerk Management Services, Inc.  
Vida P. Barone, President  
1365 E. Grand Avenue, Unit D  
El Segundo, CA 90245  
Phone: 818-632-5327

14.2 BONDING. CITY shall bear the full cost of any fidelity or other bonds required of the Assigned Employees under any laws or ordinance.

14.3 BACKGROUND CHECK. Within three (3) calendar days of the effective date of this Agreement, Assigned Employees shall contact the City's Human Resources Department to schedule a LiveScan fingerprinting. Assigned Employees shall not commence any Services relating to this Agreement until the LiveScan results have been reviewed by the Human Resources Department. A negative LiveScan report may result in the termination of this Agreement.

14.4 ENTIRE AGREEMENT. This Agreement, including the general conditions of assignment and payment rates incorporated herein and attached hereto as "Exhibit A," is intended to be the final, complete, and exclusive statement of the terms of Staffing Firm/Assigned Employees' engagement with the CITY. This Agreement supersedes all other prior and contemporaneous agreements and statements, whether written or oral, express or implied, pertaining in any manner to the engagement of Staffing Firm/Assigned Employees, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements. To the extent that the practices, policies, or procedures of CITY, now or in the future, apply to Staffing Firm/Assigned Employees and are inconsistent with the terms of this Agreement, the provisions of this Agreement shall control.

14.5 AMENDMENTS. This Agreement may not be amended except in the form of a written amendment to this Agreement approved by the City Council.

14.6 WAIVER. Failure to exercise any right under this Agreement shall not constitute a waiver of such right.

14.7 ASSIGNMENT. Staffing Firm/Assigned Employees shall not assign any rights or obligations under this Agreement. CITY may, upon prior written notice to Staffing Firm/Assigned Employees, assign its rights and obligations hereunder.

14.8 SEVERABILITY. If any court of competent jurisdiction holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement shall remain in full force and effect.

14.9 ATTORNEYS' FEES. In any legal action, arbitration, or other proceeding brought to enforce or interpret the terms of this Agreement, the prevailing Party shall be entitled to recover reasonable attorneys' fees and costs.

14.10 GOVERNING LAW. This Agreement shall be governed by and construed in accordance with the laws of the State of California, with venue in the County of Los Angeles, State of California.

14.11 INTERPRETATION. This Agreement shall be construed as a whole, according to its fair meaning, and not in favor of or against any Party. By way of example and not in limitation, this Agreement shall not be construed in favor of the Party receiving a benefit nor against the Party responsible for any particular language in this Agreement. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement. This Agreement may be altered, amended or modified only by an instrument in writing, executed by the Parties to

this Agreement and by no other means. Each Party waives its future right to claim, contest, or assert that this Agreement was modified, cancelled superseded or changed by any oral agreement, course of conduct, waiver or estoppel.

14.12 ACKNOWLEDGMENT. Staffing Firm acknowledges that it has had the opportunity to consult legal counsel with regard to this Agreement, that it has read and understands this Agreement, that it is fully aware of its legal effect, and that it has entered into it freely and voluntarily and based on Staffing Firm's own judgment and not on any representations or promises other than those contained in this Agreement.

14.13 COUNTERPARTS. This Agreement shall be executed in four (4) original counterparts each of which shall be of equal force and effect. One counterpart shall be delivered to Staffing Firm, one counterpart shall be retained by the Human Resources Department, one counterpart shall be retained by the Office of the City Manager, and the fourth counterpart shall be retained by the City Clerk for permanent archiving by the CITY.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be signed and executed on the date first indicated above.

**CITY OF CUDAHY**

**CITY CLERK MANAGEMENT SERVICES, INC.**

By: \_\_\_\_\_  
Chris Garcia,  
Mayor

By: \_\_\_\_\_  
Vida P. Barone  
Owner/President

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**APPROVED AS TO FORM:**

By: \_\_\_\_\_  
Rick R. Olivarez,  
City Attorney

**EXHIBIT "A"**

**(Scope of Work)  
See Attached**

DRAFT

**Proposal/Scope of Services for Professional Services  
between the City of Cudahy and City Clerk Management Services, Inc.**

**Executive Summary**

The City of Cudahy (Agency) seeks to engage the services of City Clerk Management Services, Inc. (CCMS) to provide professional project management services primarily related to interim staffing and project management for the City Clerk's Office.

**Qualifications**

CCMS provides professional services to increase the productivity, reliability, and legal compliance of your City Clerk/Agency Secretary/Clerk of the Board Office operations. CCMS has direct management experience in the full complement of City Clerk/Agency/Board professional functions including:

Elections\*, Records management, Legislative Agenda, Public Records Act processing, Political Reform Act Compliance (FPPC), Conflict of Interest Code filings, Minutes, Notary Public, Contract/Agreement compliance, Bid Openings, AB 1234 Tracking, Public notifications, and development/mentoring of staff. (\*Successful experience administering General Municipal, Initiative, Referendum, Recall, and Proposition 218 Elections)

**CCMS Owner/President Vida P. Barone, CMC, MPA**

CCMS provides proven leadership as your City Clerk/Agency Secretary/Clerk of the Board consultant. Owned and operated by Vida P. Barone, MPA, CMC, our Executive staff has over twenty years of successful municipal/local government and special district experience. CCMS, a California Corporation, has proudly served Southern California municipalities and agencies since 2007 providing expertise and best practice solutions in elections, interim staffing, minutes, and management reviews. CCMS is fully insured.

**Project Scope**

**Interim Deputy City Clerk/Interim Recording**

Project Manager Carrie Gallagher will provide on-site professional City Clerk-related services in all functional areas including, but not limited to: agenda development/management process, minutes (date forward only), records management, Public Records Act requests, contract management, and Fair Political Practices Commission/Political Reform Act filings.

The scope includes summary minutes provided as part of the attendance at City Council meetings or meetings at which the entire Council sits as a subagency (Successor Agency or Cudahy Housing Authority). There will be no additional cost for the completion of date-forward summary minutes apart from the hourly attendance rate. Completion of minutes for other legislative bodies (including Commissions) is not part of the scope of Ms. Gallagher's work under this proposal.

**Interim Recording Secretary/Clerk Assistant**

Under the direction of Ms. Gallagher, Project Manager Maria Shafer will assist with the preparation, dissemination, meeting attendance, completion of minutes, and preparation of approved resolutions, ordinances, and agreements for execution for the Oversight Board. Completion of minutes for other legislative bodies (including Commissions) is not part of the scope of Ms. Shafer's work under this proposal. Ms. Shafer's completion of Oversight Board minutes will commence with the first meeting she attends and continue date forward. Ms. Shafer will not complete backlog minutes for the Oversight

Board as part of this proposal for meetings that occurred prior to her service at the City. Ms. Shafer will also assist Ms. Gallagher with services in the City Clerk's Office as necessary, and as approved by the City Manager.

**Project Consideration** – \$75 per hour flat rate, per Project Manager, rounded up to the nearest quarter hour.

**Terms and Conditions**

There is a three (3) hour minimum charge for each project manager scheduled, per day.

Less than 24-hour notice of change of work schedule for scheduled project manager(s) will result in a three (3) hour minimum charge per scheduled day.

CCMS serves as an independent contractor, not employees of the City, and start and completion of work is left to the discretion of the Project Managers. The City will only be billed for time spent on-site, with the exception of the completion of the Minutes backlog, which is a separate scope of services from this proposal.

## **Proposal/Scope of Services for Professional Services between the City of Cudahy and City Clerk Management Services, Inc.**

### **Executive Summary**

The City of Cudahy (Agency) seeks to engage the services of City Clerk Management Services, Inc. (CCMS) to provide professional project management services primarily related to the delivery of meeting minutes.

### **Qualifications**

CCMS provides professional services to increase the productivity, reliability, and legal compliance of your City Clerk/Clerk of the Board Office operations. CCMS has direct management experience in the full complement of City Clerk/Board professional functions including:

Elections\*, Records management, Legislative Agenda, Public Records Act processing, Political Reform Act Compliance (FPPC), Conflict of Interest Code filings, Minutes, Notary Public, Contract/Agreement compliance, Bid Openings, AB 1234 Tracking, Public notifications, and development/mentoring of staff. (\*Successful experience administering General Municipal, Initiative, Referendum, Recall, and Proposition 218 Elections)

### **CCMS Owner/President Vida P. Barone, CMC, MPA**

Vida P. Barone, MPA, is a Certified Municipal Clerk (CMC) and has over twenty years of government experience. She has successfully served as a City Clerk/Board Secretary, Chief Deputy City Clerk, Records Manager, Assistant to the City Manager, Administrative Officer, and Administrative Analyst prior to launching City Clerk Management Services, Inc., a California Corporation. She currently serves as Interim City Clerk and City Clerk Consultant in several California cities and is fluent in English and Spanish. The CCMS team is fully staffed by personnel experienced in government and government-related industries.

### **Project Scope**

#### **Minutes Backlog Project:**

CCMS, Inc. will provide off-site project management and completion of the following deliverables:

- 1) Using the Agency's documentation and recordings, CCMS will incorporate minute annotations, vote counts, and dialogue into a draft set of meeting minutes, make revisions as necessary, and convert to a Microsoft Word format.
- 2) Return completed minutes to Agency for final editing to established Agency contact via email.

### **Project Consideration – Minutes Backlog**

The legislative body meeting hour rate for minutes backlogs is \$125.00. To ensure an uniform method for the cost of services, minutes provided by CCMS are invoiced per legislative body meeting hour, as determined by your meeting audio/video recording length. There are no additional costs for preparation or editing time – a benefit to you in projecting your exact contract costs. Recorded time is rounded up to the nearest quarter hour (15 minutes) and pro-rated under the meeting hour rate.



# AGENDA REPORT

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12A

**MEETING DATE:** Tuesday June 3<sup>rd</sup>, 2014

**TO:** Honorable Mayor and Members of the City Council

**FROM:** Victor Maria Santiago, Administrative Assistant

**THROUGH:** City Manager's Office

**TITLE:** Resolution No.XX, a resolution of the City Council of the City of Cudahy authorizing the City Manager to promote the availability of funds to community members for group fitness

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**RECOMMENDATION:**

That the City Council consider approving and adopting amended resolution No. XX

**BACKGROUND/DISCUSSION:**

City Council Diane Olivas Requested to update Resolution No. 14-11 to include a minimum of \$5.00 fee person, per class. And to compensate all instructors at the conclusion of the session.

**ATTACHMENTS: Resolution No. 14-11, and resolution**

**RESOLUTION NO. ----**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AUTHORIZING THE CITY MANAGER TO PROMOTE THE AVAILABILITY OF FUNDS FOR COMMUNITY GROUP FITNESS CLASSES TO BENEFIT CITY RESIDENTS**

**WHEREAS**, the City of Cudahy City Council desires to have health fitness programs available for the residents of the City of Cudahy; and

**WHEREAS**, the City Council allocated funds for the City to sponsor any programs/classes to increase activities and promote a healthier lifestyle in the community; and

**WHEREAS**, the City Council wants to encourage residents of all ages to live healthy lifestyles through exercise; and

**WHEREAS**, the City Council recognizes group fitness classes, such as Zumba and Ballet classes, benefit the health and wellbeing of residents in the City of Cudahy; and

**WHEREAS**, the City Council authorizes the City Manager to promote the availability of funds to members who are fully qualified to instruct group fitness classes, such as a Zumba and Ballet Classes.

**BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Manager is authorized to use up to one thousand five hundred dollars (\$1,500.00) of General funds per fiscal year, subject to City Council approval prior to the start of each fiscal year, to promote group fitness classes such as Zumba and Ballet, to seek and compensate qualified instructors or interested parties to hold such classes at City facilities, and for the expenses of any necessary equipment, supplies, and petty expenses for group fitness classes.

**SECTION 2.** City staff shall ensure that expenditures pursuant to this Resolution will not exceed the City budget for the fiscal year.

**SECTION 3.** All group fitness classes at City facilities will be City recreation and will follow proper insurance and waiver requirements.

**SECTION 4.** The group fitness classes shall be open to all residents of the City of Cudahy at a minimum of \$5.00 per person, per class. Proceeds from resident attendance at group fitness classes will go to the General Fund.

**SECTION 5.** All instructors are required to possess a current group exercise approved certification, and pass a background check prior to the instruction of any class.

SECTION 6. Each group fitness class instructor will be compensated \$200.00 at the conclusion of the series of group fitness classes taught, unless the City Manager approves the payment of compensation at the commencement of the series of group fitness classes. There shall be no more than one instructor compensated per series of group fitness classes per fiscal quarter.

SECTION 7. Resolution No. 14-11 is hereby repealed in its entirety.

SECTION 8. This resolution shall take effect immediately upon its adoption. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this \_\_\_\_ day of June, 2014.**

---

Chris Garcia, Mayor

ATTEST:

APPROVED AS TO FORM:

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Carrie Gallagher  
Interim City Clerk

---

Rick Olivarez  
City Attorney

STATE OF CALIFORNIA                    )  
COUNTY OF LOS ANGELES            )  
CITY OF CUDAHY                        )        SS:

I, Carrie Gallagher, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14-\_\_\_ was passed and adopted by the City Council of the City of Cudahy at a regular meeting held on the 21<sup>st</sup> day of January, 2014 and that said Resolution was adopted by the following vote to-wit:

AYES:

NOES:

ABSENT:

ABSTAIN

---

Carrie Gallagher,  
Interim City Clerk

**RESOLUTION NO. ---**

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**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY AUTHORIZING THE CITY MANAGER TO PROMOTE THE AVAILABILITY OF FUNDS ~~TO COMMUNITY MEMBERS FOR~~ COMMUNITY GROUP FITNESS FITNESS CLASSES TO BENEFIT CITY RESIDENTS.**

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**WHEREAS**, the City of Cudahy City Council desires to have health fitness programs available for the residents of the City of Cudahy; and

**WHEREAS**, the City Council allocated funds for the City to sponsor any programs/classes to increase activities and promote a healthier lifestyle in the community; and

**WHEREAS**, the City Council wants to encourage residents of all ages to live healthy lifestyles through exercise; and

**WHEREAS**, the City Council recognizes group fitness classes, such as Zumba and Ballet classes, ~~to~~ benefit the health and wellbeing of residents in the City of Cudahy; and

**WHEREAS**, the City Council authorizes the City Manager to promote the availability of funds to members who are fully qualified to instruct group fitness classes, such as a Zumba and Ballet Classes, ~~and~~

**BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:**

**SECTION 1.** The City Manager is authorized to use City funds up to one thousand five hundred dollars (\$1,500.00) of General funds per fiscal year, subject to City Council approval prior to the start of each fiscal year, to promote group fitness classes, such as Zumba and Ballet, to seek and compensate qualified instructors or interested parties to hold such classes at City facilities.

~~SECTION 2. The City Manager shall only use up to \$1500.00 and~~ for the expenses of any necessary equipment, supplies, and petty expenses for group fitness classes.

SECTION 2. City staff shall ensure that expenditures pursuant to this Resolution will not exceed the City budget for the fiscal year.

**SECTION 3.** All group fitness classes at City facilities will be City recreation and will follow proper insurance and waiver requirements.

SECTION 4. The group fitness classes shall be open to all residents of the City of Cudahy at a minimum of \$5.00 per person, per class. Proceeds from resident attendance at group fitness classes will go to the General Fund.

SECTION 5. All instructors are required to possess a current group exercise approved certification, and pass a background check prior to the instruction of any class.

SECTION 6. Each group fitness class~~All instructors~~ will be compensated \$200.00 at the conclusion of the ~~posted session~~series of group fitness classes taught, unless the City Manager approves the payment of compensation at the commencement of the series of group fitness classes. Unless prior arrangements have been made with the City Manager. There shall be no more than one instructor compensated per series of group fitness classes per fiscal quarter.

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SECTION 7. Resolution No. 14-11 is hereby repealed in its entirety.

SECTION ~~87~~. This resolution shall take effect immediately upon its adoption, ~~except as otherwise provided herein~~. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 21<sup>st</sup> day of ~~January~~June, 2014.**

Jack Guerrero~~Chris Garcia~~, Mayor

ATTEST:

APPROVED AS TO FORM:

Carrie Gallagher  
Interim City Clerk

Rick Olivarez  
City Attorney

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STATE OF CALIFORNIA            )  
COUNTY OF LOS ANGELES        )  
CITY OF CUDAHY                    )        SS:

I, Carrie Gallagher, Interim City Clerk of the City of Cudahy, hereby certify that the foregoing Resolution No. 14- 11 was passed and adopted by the City Council of the City of Cudahy at a regular meeting held on the 21<sup>st</sup> day of January, 2014 and that said Resolution was adopted by the following vote to-wit:

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AYES: ~~Councilmember Markovich, Oliva, Sanchez, Vice Mayor Garcia, and Mayor Guerrero~~

NOES:

ABSENT:

ABSTAIN

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~~Angela Bustamante~~ Carrie Gallagher,  
~~Deputy Interim~~ City Clerk

12 E

**RESOLUTION NO. 14-03**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CUDAHY TO MODIFY CERTAIN PARKING CITATION FEES ASSESSED BY THE CITY'S MUNICIPAL OFFICERS AND/OR CODE ENFORCEMENT OFFICERS**

WHEREAS, the City of Cudahy wishes to establish reasonable parking citation fees in the City of Cudahy; and

WHEREAS, the City of Cudahy wishes to consider the regular and recurring feedback from the community about excessive fees in a relatively low-income demographic environment;

BASED UPON THE ABOVE RECITALS, THE CITY COUNCIL OF THE CITY OF CUDAHY, CALIFORNIA, DOES HEREBY FIND, DETERMINE AND RESOLVE AS FOLLOWS:

SECTION 1. Within 30 days of the date of this resolution, or as soon as practicable if the City's ticket processing agency requires more time for implementation, the illegal parking fees assessed in the City of Cudahy, shall be modified to reflect the following:

Section	Description	Revised fee
8-4	No parking between 3:00 a.m. and 6:00 p.m.	\$25
8-6	Driving on public property and in parks	\$50
8-7	Election day polling place parking	\$25
20-24.10(c)	No parking front or side yard	\$30
5204(a)	No tags	\$50
8-5	Unlawful parking city public ground	\$40
8-8(a)(1)	Red zone	\$30
8-8(a)(2)	Green zone (20 min. only)	\$40
22500(b)	Parking on crosswalk	\$40
22500(e)	Blocking driveway	\$40
22500(f)	Vehicles on sidewalk	\$40
22500(L)	Blocking disabled access ramp	\$200

22500.1	Parking in fire lane	\$40
22502(a)	Parking 18" from curb	\$30
22507.8(b)	Disabled parking off street	\$300
22507.8(c)	Parking disabled cross hatched boundary lines	\$300
8-8(A)(3)	Yellow zone loading and unloading 20 min.	\$30
8-8(a)(4)	White zone loading and unloading passengers	\$25
15.44.120(b)	Parking in non-designated parking area	\$30
15.44.140	Failure to park in designated parking spaces	\$30
15.44.160	No vehicle maintenance in public parking areas	\$30
15.64.010	Parking time limits	\$30
15.64.100	Parking disconnected trailer	\$30
15.65.140	Temporary no parking	\$35
22500(h)	Double parking	\$30
15.64.270	Parking on private/public property without consent	\$35
15.64.280	Parking wrong side of street	\$35
4000(a)	Expired registration	\$50
22514	Parking fire hydrant	\$50
15.76.120	Repairing vehicle on street	\$45
15.76.130	Washing vehicle on street	\$40
5200(a)	No front plate	\$40

**SECTION 2.** Fees associated with other categories of parking citations, as featured in the current parking citation schedule, "Notice of Illegal Parking", shall remain unchanged.

**SECTION 3.** All late fees associated with parking citations (in all categories) shall never exceed 50% of the original parking citations fee.

**SECTION 4.** In addition, the City of Cudahy shall direct the processing agency to shift of the burden of evidence in the adjudication process from recipient of the parking citation to the City of Cudahy. For illustration purposes, a parking citation file should

have an accompanying photo which clearly corroborates, beyond a reasonable doubt (and not just with a preponderance of the evidence), the validity of the parking citation to a reasonable agent of the processing agency. Otherwise, the parking citation would be adjudicated immediately in favor of the recipient of the citation.

SECTION 5. This resolution shall take effect immediately upon its adoption, except as otherwise provided herein. The Mayor shall sign this resolution and the City Clerk shall attest and certify to the passage and adoption thereof.

**PASSED, APPROVED AND ADOPTED by the City Council of the City of Cudahy at its regular meeting on this 3rd day of June, 2014.**

FILE NO.

RESOLUTION NO.

12F

1 [Supporting California Senate Bill 1005 (Lara) That Expands Access to Health Care Coverage  
2 for all Californians Regardless of Immigration Status]

3 **Resolution supporting California Senate Bill 1005 introduced by Senator Ricardo Lara,**  
4 **which authorizes enrollment in the Medi-Cal program or in insurance offered through a**  
5 **health benefit exchange to individuals who would otherwise qualify for enrollment in**  
6 **those programs but are denied access based on their immigration status.**

7  
8 WHEREAS, Implementation of the Affordable Care Act (ACA) expands health care  
9 coverage to millions of Californians and affords individuals several important consumer  
10 protections, including requirements to cover essential health benefits, to provide coverage for  
11 individuals with pre-existing conditions, and to subsidize insurance costs based on income;  
12 and

13 WHEREAS, The ACA specifically excludes undocumented immigrants; and

14 WHEREAS, After implementation of the ACA, it is estimated that more than one million  
15 Californians will remain uninsured and not eligible for coverage due to their immigration  
16 status; and

17 WHEREAS, Quality health coverage is a basic human right and all Californians should  
18 have access to affordable health care and insurance coverage; and

19 WHEREAS, Immigration status should not bar individuals from access to health care  
20 and insurance coverage; and

21 WHEREAS, SB 1005 would create the California Health Exchange Program For All  
22 Californians that would facilitate the enrollment into qualified health plans of individuals who  
23 are not eligible for Medi-Cal coverage and would have been eligible to purchase coverage  
24 through the Exchange but for their immigration status; and  
25

1           WHEREAS, the California Health Exchange Program For All Californians would  
2 provide premium subsidies and cost-sharing reductions to eligible individuals that are the  
3 same as the premium assistance and cost-sharing reductions the individuals would have  
4 received through the Exchange; and

5           WHEREAS, SB 1005 would extend eligibility for full-scope Medi-Cal benefits to  
6 individuals who are otherwise eligible for those benefits but for their immigration status; now,  
7 therefore, be it

8           RESOLVED, That, because the Board of Supervisors believes that all people should  
9 have access to basic health care and insurance coverage and that immigration status should  
10 not bar individuals from receiving health care or insurance coverage, the Board of Supervisors  
11 supports and encourages the passage of California Senate Bill 1005; and be it

12           FURTHER RESOLVED, That the Clerk of the Board of Supervisors forward a copy of  
13 this resolution to California Senator Ricardo Lara with a request he take all action necessary  
14 to achieve the objectives of this resolution.